



20101105000372980 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
11/05/2010 03:48:46 PM FILED/CERT

Tax Parcel Number: 09-2-04-0-003-079-000

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave. 9740582

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

This Instrument Prepared by: Diana Thurman

Wells Fargo Bank

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Visit Number: 0628490620

AL- 9061788

**SUBORDINATION AGREEMENT
OPEN-END MORTGAGE**

0611414616

197

Effective Date: JUNE 30, 2010

Owner(s): ELEANOR C TRAYLOR

RICHARD E TRAYLOR

Current Lien Amount \$ 100,000.00 .

Senior Lender: WELLS FARGO BANK NA

Subordinating Lender: Wells Fargo Bank, NA a successor in interest to Wachovia Bank NA

Property Address: 1001 KNOLLWOOD DRIVE BIRMINGHAM AL 35242



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THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

ELEANOR C TRAYLOR AND RICHARD E TRAYLOR
(individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a OPEN-END MORTGAGE given by the Owner, covering that real property, more particularly described as follows:

N/A see exhibit D

which document is dated the 16 day of OCTOBER, 2006, which was filed in Instrument# 2006 1109000551190 at page N/A (or as No. N/A) of the Records of the Office of the Probate Judge of the County of SHELBY, State of Alabama (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to

ELEANOR C TRAYLOR AND RICHARD E TRAYLOR
(individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit").

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ 217,287.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

Record concurrently with mortgage dated 10-29-2010
The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.



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C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells Fargo Bank, NA a successor in interest to Wachovia Bank NA

By Diane Thurman
(Signature)

6/30/10
Date

(Printed Name) DIANE THURMAN
ASST. VICE PRESIDENT

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 30 day of June 2010, by Diane Thurman, as AVP (title) of the Subordinating Lender named above, on behalf of said

Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

L.M. Johnson (Notary Public)
L.M. Johnson



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 10/31/2013
L.M. Johnson ID # 357587

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Order ID: 9740582

Loan No.: 0312675903

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 318, according to the Map of Highland Lakes, 3rd Sector, Phase III, an Eddleman Community, as recorded in Map Book 23, Page 144, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, common area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a residential subdivision, recorded as Instrument No. 1994-07111 in the Probate Office of Shelby County, Alabama, and the declaration of covenants, conditions and restrictions for Highland Lakes, a residential subdivision, 3rd Sector, recorded as Instrument No. 1996-17544 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet without rights of surface entry, as reserved in instrument of record.

Assessor's Parcel Number: 092040003079000