

20110203000039430 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
02/03/2011 03:09:03 PM FILED/CERT

Tax Parcel Number: 09-8-27-0-002-072-000

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

5 Peters Canyon Road Ste. 200

Irvine, CA 92606

800-756-3524 Ext. 5011

This Instrument Prepared by:

Wells Fargo Bank

Lending Solutions - VA 0343

7711 Plantation Road

Roanoke, Virginia 24019

AL-10711933 {Space Above This Line for Recording Data}
Account Number: xxxx-xxxx-1900-0511 **0634434179-203**
Visit Number 0617495991

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 12/23/2010

Owner(s): MILOS MICK MIODRAG JR

GWENDOLYN D MIODRAG

Current Lien Amount \$ 28,100.00

Senior Lender: WELLS FARGO BANK N.A.

Subordinating Lender: Wells Fargo Bank, N.A. as a successor in interest to Wachovia Bank, N.A

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 342 CHESSER PLANTATION LANE; CHELSEA, AL 35043

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.

MILOS MICK MIODRAG JR and GWENDOLYN D MIODRAG

(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 (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached Schedule A

which document is dated the 06 day of JULY, 2006, which was filed in Instrument# 20060801000368690 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to MILOS MICK MIODRAG JR; GWENDOLYN D MIODRAG

(individually and collectively "Borrower") by the Subordinating Lender.

☒ The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ 174,647.00 (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.

To be recorded concurrently with Mortgage 1-31-2011
☐ The Senior Lender has an existing loan in the original principal amount of \$ N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a N/A executed by Borrower in favor of N/A, as beneficiary and recorded on N/A of the Records of the Probate Judge of the County of N/A, State of Alabama as Instrument No. N/A (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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.

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, N.A. as a successor in interest to Wachovia Bank, N.A

By 
(Signature)

12-23-10
Date

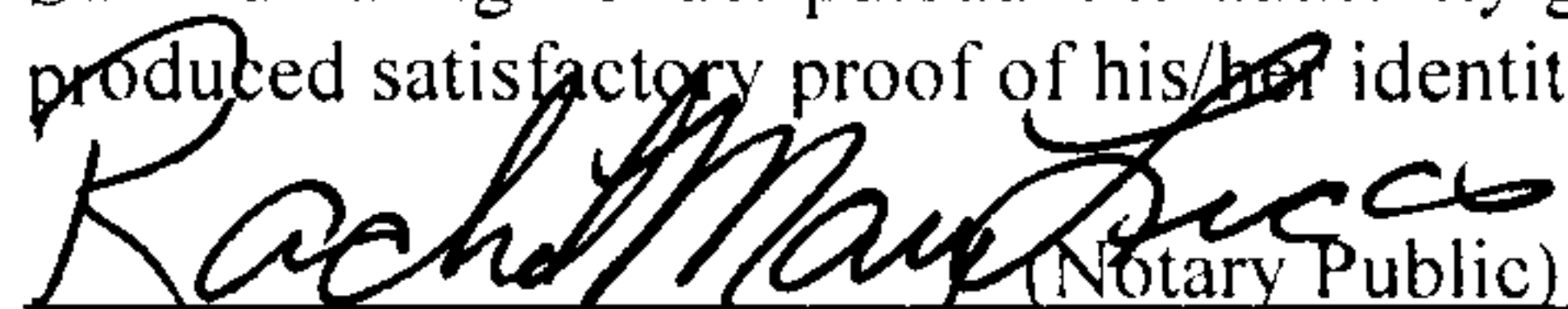
Christopher L Wheeler
(Printed Name)

Officer
(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 23 day of Dec, 2010, by Christopher Wheeler, as Officer, of Wells Fargo Bank, N.A., 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.


(Notary Public)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Rachel Mary Lucas ID # 7288173

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Order ID: 10711933

Loan No.: 0318070539

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 72, according to the amended plat of Chesser plantation, Phase 1, Sector 1, as recorded in Map Book 31, Page 21 A and B, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (The "property").

Together with the nonexclusive easement to the Common Areas as more particularly described in the Chesser Plantation Declaration of covenants, conditions and restriction recorded as Inst. No. 2002-10788 in the Probate Office of Shelby County, Alabama (which, together with all amendment thereto, is hereinafter collectively referred to as the "Declaration").

Assessor's Parcel Number: 09 8 27 0 002 072.000