

20110425000125560 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/25/2011 12:40:11 PM FILED/CERT

Tax Parcel Number: N/A

**~~Recording Requested By/Return To:~~**

~~Wells Fargo Bank  
Attention CPS3 VA0343  
P.O. Box 50010  
Roanoke, VA 24022~~

**This Instrument Prepared by:**

Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056  
*Gabe Geogesen*

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX4391-0001

Reference Number: 4386540240281890

*#55667753*  
*957447*

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 3/29/2011

Owner(s): CHRISTOPHER J SMITH  
LEIGH A SMITH AKA LEIGH ANN SMITH

Current Lien Amount: \$156,900.00.

Senior Lender: Mortgage Electronic Registration Systems Inc., As Nominee For Quicken Loans, Inc.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTH TRUST BANK  
*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: 8138 CASTLEHILL ROAD, BIRMINGHAM, AL 35242

SUBORDINATION ONLY\_AL  
0000000000220196

Page 1 of 3

**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.

CHRISTOPHER J. SMITH AND LEIGH A. SMITH A/K/A LEIGH ANN SMITH; HUSBAND AND WIFE JTWROS (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 Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 16th day of August, 2004, which was filed in Instrument # 20041223000700640 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 CHRISTOPHER J SMITH and LEIGH A SMITH (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 \$275,000.00\* (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. \* Will be repaid concurrently with it.

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.

By   
(Signature)

3/29/2011  
Date

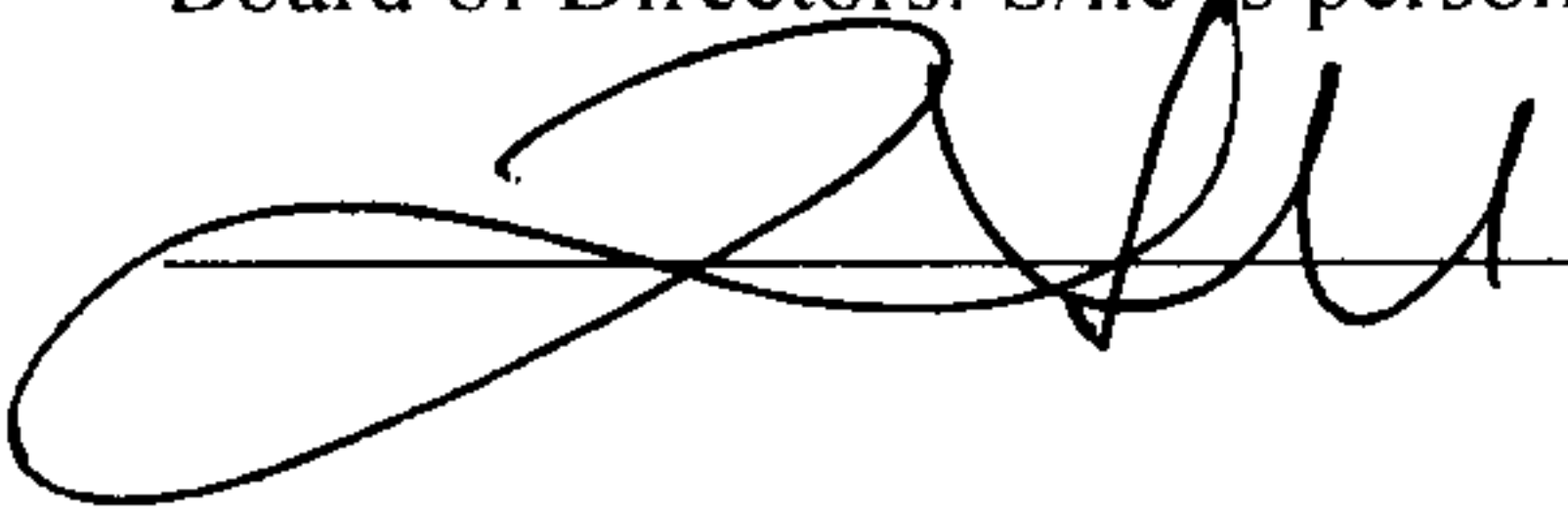
Gabe Georgescu  
(Printed Name)

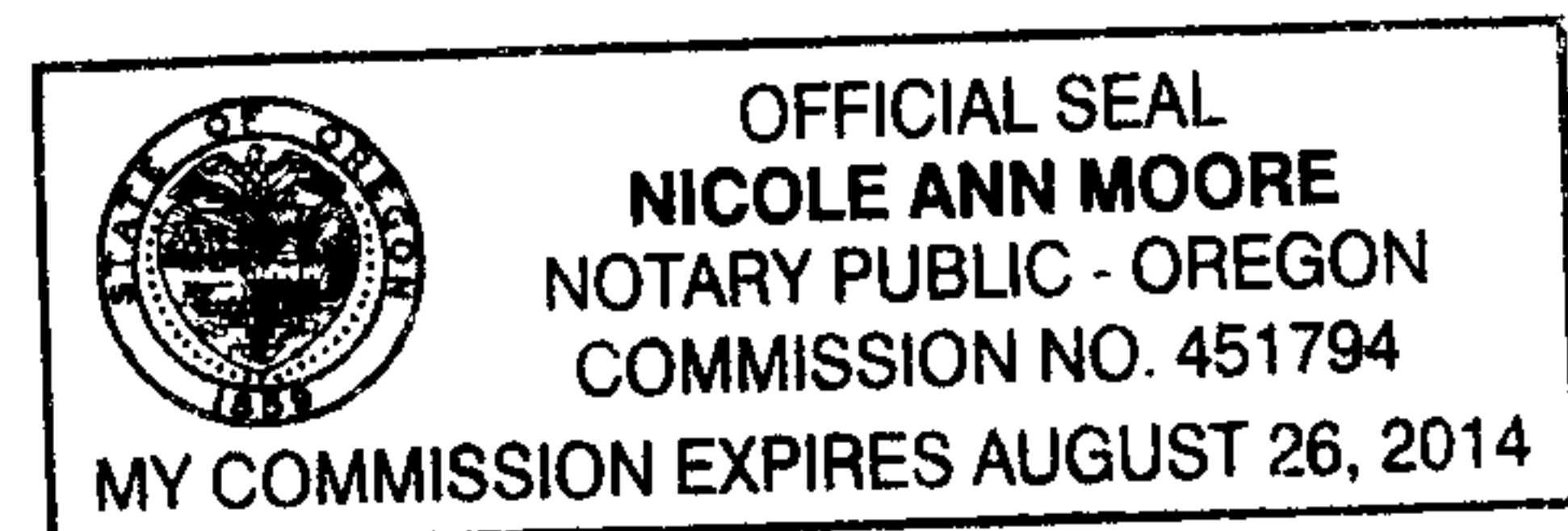
Team Lead  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon, }  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 29 day of Mar 2011, by Gabe Georgescu, as Team Lead of Wells Fargo Bank, N.A., the Subordinating Lender, 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)



20110425000125560 4/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
04/25/2011 12:40:11 PM FILED/CERT

## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 038270003032000

Land Situated in the County of Shelby in the State of AL

LOT 32 ACCORDING TO THE SURVEY OF GREYSTONE, 7TH SECTOR, PHASE I AS RECORDED IN MAP BOOK 18, PAGE 120 A, B&C, SHELBY COUNTY, ALABAMA RECORDS.

Commonly known as: 8138 Castlehill Road , Birmingham, AL 35242



+U01936934+

1632 4/19/2011 77088842/2