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7453682

SUBORDINATION AGREEMENT

NOTICE: This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 29th day of MARCH, 2011, by and between **Wells Fargo Bank, N.A.** (herein called "Lien Holder"), and **Wells Fargo Bank, N.A.**, with its main office located in the State of **Iowa** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **10/13/2006** executed by **Heather McCall and James W. Webb.** (the "Debtor") which was recorded in the county of **Shelby, State of Alabama**, as **2006110900551170** on **11/09/2006** (the "Subordinated Instrument") covering real property located in **Helena** in the above-named county of **Shelby, State of Alabama**, as more particularly described in the Subordinated Instrument (the "Property").

PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)

The following described property:

Lot 601, according to the survey of Old Cahaba, Westchester Sector, as recorded in Map Book 23, Page 150, in the Probate Office of Shelby County, Alabama.

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$ **119,927.00**.

To be recorded concurrently with mortgage 4-29-2011

Lien Holder has agreed to execute and deliver this Subordination Agreement.

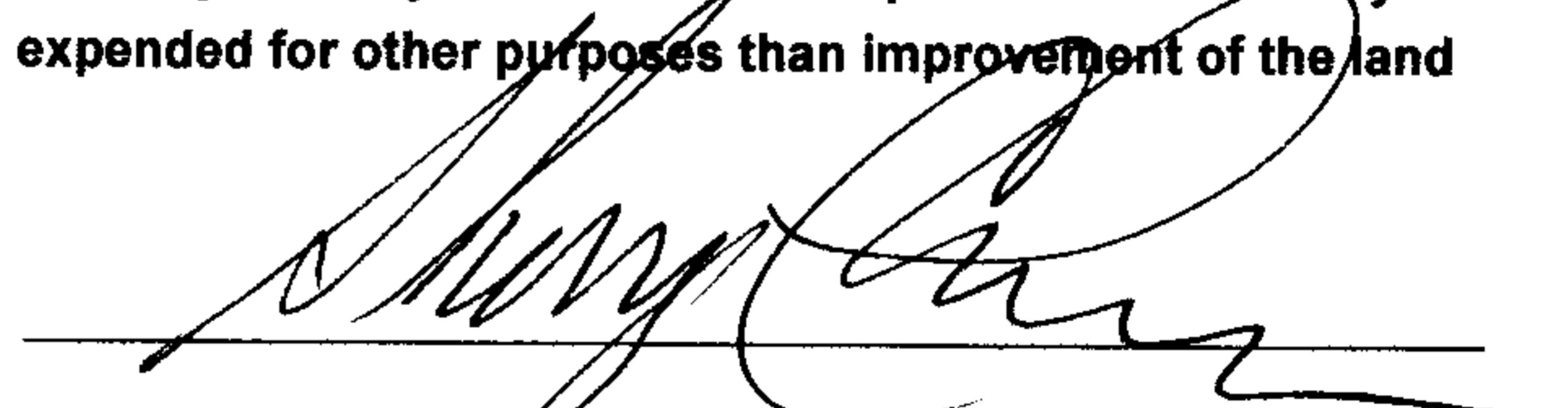
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of **Alabama**. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

Wells Fargo Bank, N.A.

NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land



By: SHERRY CHAMBERS

Title: A. V. P.

20110505000135680 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/05/2011 09:16:28 AM FILED/CERT

STATE OF ARIZONA

COUNTY OF MARICOPA

On this 29TH day of MARCH, 2011, Before me
Stefani L. Trejo, personally

appeared CHAMBERS, SHERRY _____ as
A.V.P. of _____

WELLS FARGO BANK, N.A.

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of PHOENIX, County of MARICOPA, State of ARIZONA.
WITNESS my hand and official seal,

Stefani L. Trejo

Signature of Notary Public

My commission expires: 3/29/14 Stefani L. Trejo





20110505000135680 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/05/2011 09:16:28 AM FILED/CERT

Order ID: 11265441

Loan No.: 0321841272

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 601, according to the survey of Old Cahaba, Westchester Sector, as recorded in Map Book 23, Page 150, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 134201002001000