

Tax Parcel Number:

Recording Requested By/Return To:

Wells Fargo Bank, N.A.

Doc Mgmt - MAC R4058-030

P. O. Box 50010

Roanoke, VA 24022

This Instrument Prepared by:

Barbara Edwards, Work Director

Wells Fargo Bank, N.A.

MAC P6051-019

P. O. Box 4149

Portland, OR 97208-4149

1-800-945-3056

[Space Above This Line for Recording Data]

Account Number: XXX-XXX-XXX9301-1998

Reference Number 4386540210135852

**SUBORDINATION AGREEMENT FOR
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 1/9/2012

Owner(s): MARY D HUTCHINSON

Current Lien Amount: \$ 28,473.00

Senior Lender: Wachovia Bank, National Association

Subordinating Lender: Wells Fargo Bank, N.A. A Successor In Interest To Wachovia Bank, National Association

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: 3415 CROSSINGS WAY, BIRMINGHAM, AL 35242

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.

MARY D HUTCHINSON, UNMARRIED

(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

HOME EQUITY LINE OF CREDIT MORTGAGE

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

Real Property description more particularly described in the attachment titled "Exhibit A"

which document is dated the 27th day of March , 2007 , which was filed in Document ID# 20070412000170810 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 MARY D HUTCHINSON (individually and collectively "Borrower") by the Subordinating Lender.

☐ N/A The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ N/A (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.

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.

☒ X The Senior Lender has an existing loan in the original principal amount of \$ 215,718.14 (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 Mortgage, executed by Borrower in favor of Wachovia Bank, National Association as beneficiary and recorded on 8/25/2009 in Document ID# 20090825000326010 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 "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 Senior Lender's 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

☐ N/A 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.

☒ Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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

☐ N/A 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.

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

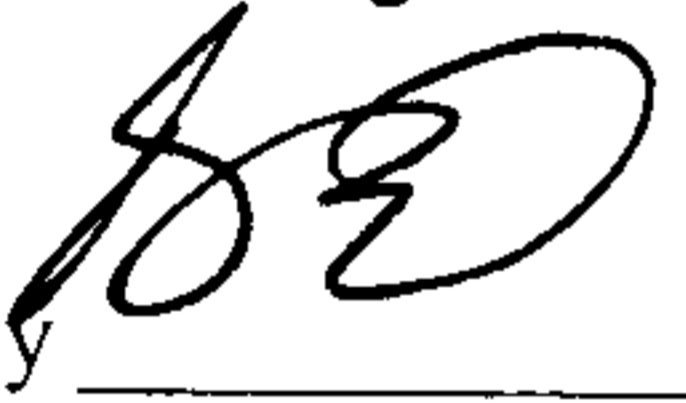
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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)

1/9/2012
Date

Barbara A. Edwards
(Printed Name)

Work Director
(Title)

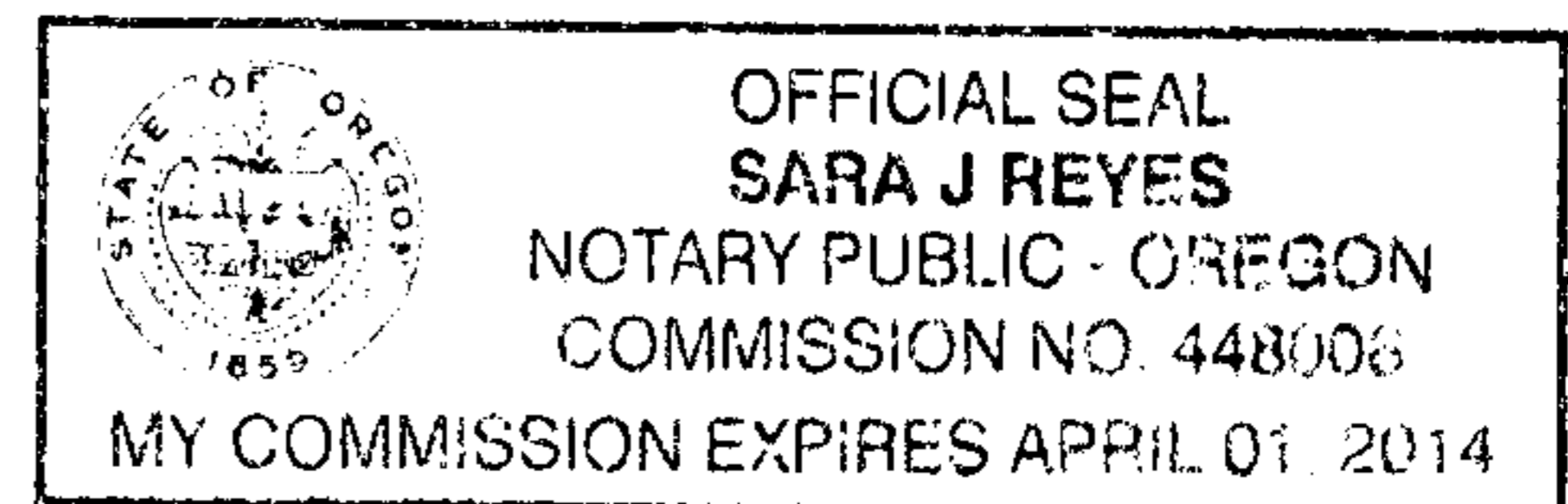
20120130000034090 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
01/30/2012 12:31:08 PM FILED/CERT

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 9 day of Jan, 2012, by Barbara A. Edwards _____, as Work Director _____, 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.

Sara J Reyes (Notary Public)





20120130000034090 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
01/30/2012 12:31:08 PM FILED/CERT

20090825000326010 13/13 \$370.70
Shelby Cnty Judge of Probate, AL
08/25/2009 10:31:20 AM FILED/CERT

H087FVXF

SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 24, ACCORDING TO THE SURVEY OF CALDWELL CROSSINGS, AS
RECORDED IN MAP BOOK 29 PAGE 124, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 3415 CROSSINGS WAY

PARCEL: 10-2-03-0-003-024-000

RECORDER'S MEMORANDUM
At the time of recordation, this
instrument was found to be
inadequate for the best photo-
graphic reproduction.