

Tax Parcel Number: 14-03-09-32-0-000-004-0

20120409000122320 1/8 \$34.00  
Shelby Cnty Judge of Probate, AL  
04/09/2012 02:50:06 PM FILED/CERT

When Recorded Return To:  
Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117  
77580062-REC 2<sup>nd</sup>

**This Document Prepared By:**

Barbara Edwards  
Work Director  
Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

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{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX4888-1998

Reference Number: 726106000619360

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

Effective Date: 1/25/2012

Owner(s): CHRIS LINDEN  
JOYCE H LINDEN

Current Line of Credit Recorded Commitment \$85,000.00 being reduced to \$74,400.00.

Senior Lender: Citibank, N.A.

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: 3869 AL HWY 155, MONTEVALLO, AL 35115

SUBMOD\_AL  
0000000000397744

Page 1 of 5

**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.

CHRIS LINDEN; AND JOYCE H LINDEN, HUSBAND AND WIFE 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:

See Exhibit A

which document is dated the 22nd day of August, 2007, which was filed in Book R 2007 at page 135428 (or as No. 135428) of the Records of the Office of the Probate Judge of the County of CHILTON, State of Alabama. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to CHRIS LINDEN, JOYCE H LINDEN (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 \$60,000.00 (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.

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. Agreement to Change Credit Limit**

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$85,000.00 to \$74,400.00 .

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$85,000.00 to \$74,400.00.

**C. 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.

**D. Signatures and Acknowledgements**

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

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By

(Signature)

1/25/2012

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 26 day of Jan, 2012, by Christopher L. Wheeler, as Officer 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.

Susan F. Woods (Notary Public)



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal County of Roanoke  
My commission expires 10/31/2015  
Susan F. Woods ID # 7134638

**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

<u>Chris Linden</u> (Signature) CHRIS LINDEN	<u>3-6-12</u> (Date)
<u>Joyce H Linden</u> (Signature) JOYCE H LINDEN	<u>3-6-12</u> (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

<u>Chris Linden</u> (Signature) CHRIS LINDEN	<u>3-6-12</u> (Date)
<u>Joyce H Linden</u> (Signature) JOYCE H LINDEN	<u>3-6-12</u> (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)
_____ (Signature)	_____ (Date)



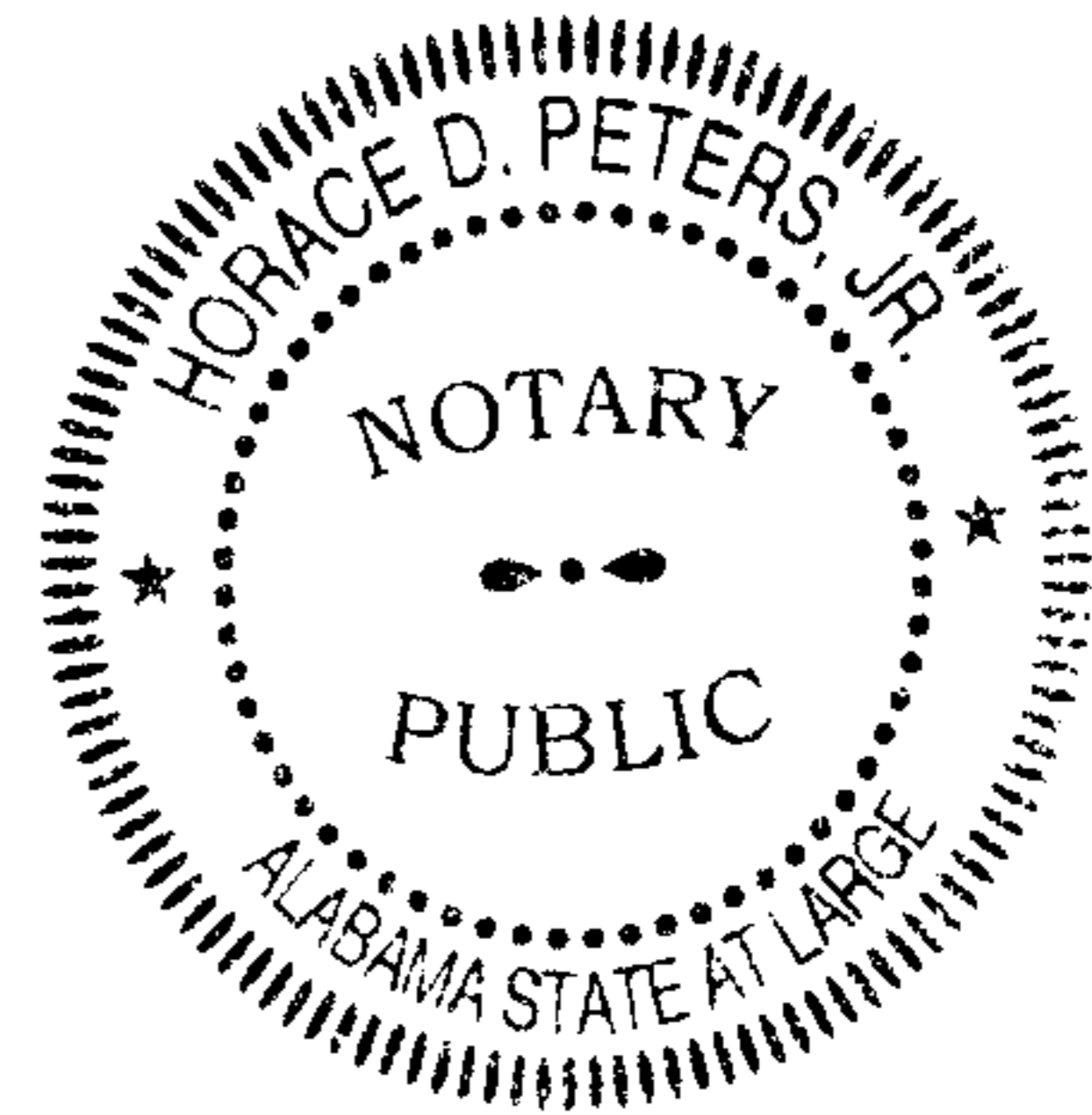
20120409000122320 5/8 \$34.00  
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**For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGEMENT FOR INDIVIDUAL**

The State of ALABAMA }  
CHilton County }

I, HORACE D. PETERS JR., hereby certify that CHRIS LINDEN AND  
JOYCE H. LINDEN whose name is signed to the foregoing conveyance, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the  
same voluntarily on the day the same bears date. Given under my hand this 6<sup>TH</sup> day of  
MARCH, 2012.

Horace D. Peters Jr.  
(Style of Officer)



ACKNOWLEDGMENT

STATE OF Alabama

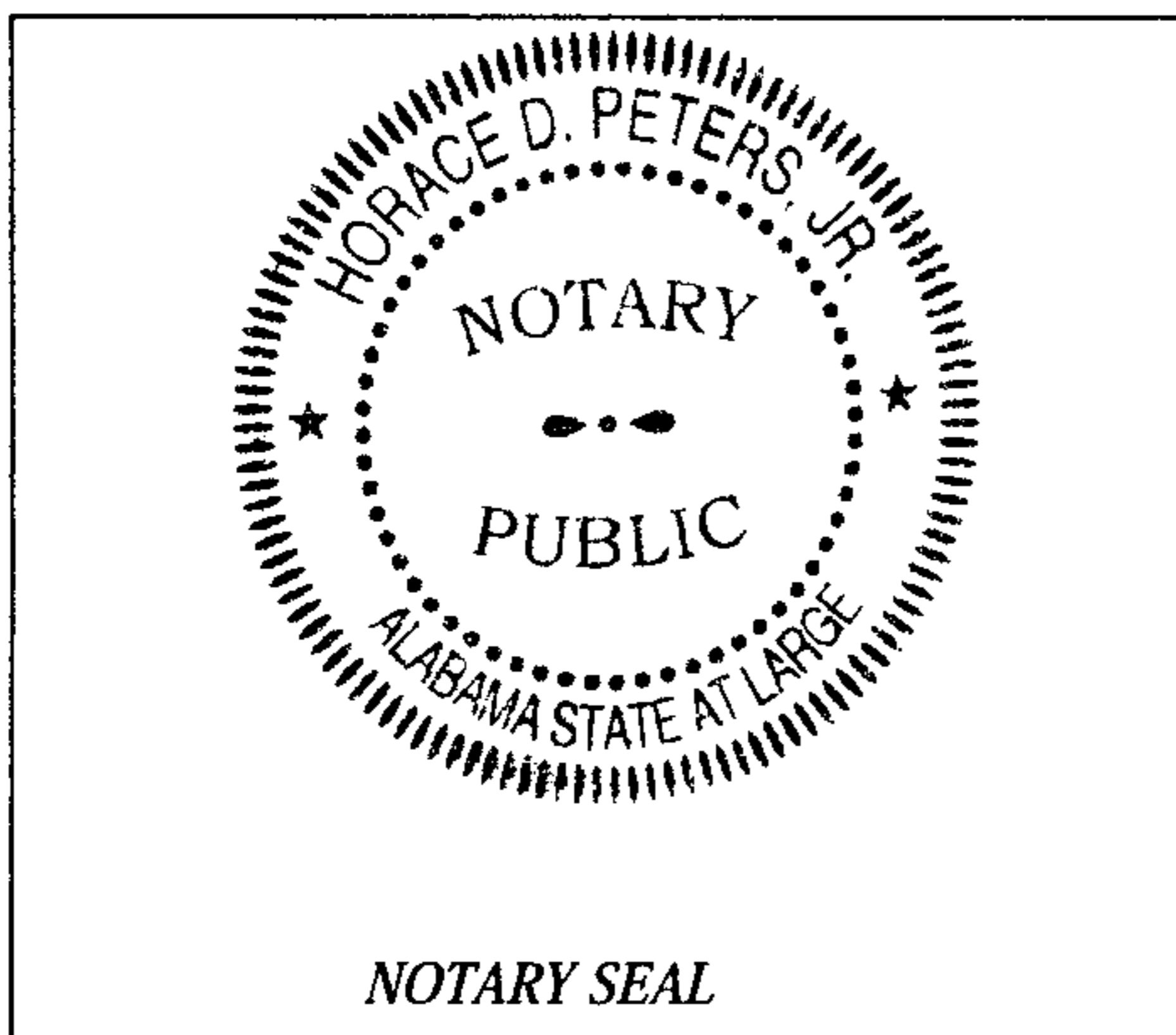
COUNTY OF CHilton

On 3/6/12 before me, HORACE D. PETERS JR, personally appeared  
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

CHRIS LINDER AND JUYCE H. LINDER

NAME(S) OF SIGNERS

\_\_\_\_\_ personally known to me - or - X 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.



WITNESS my hand and official seal.

Horace D. Peters Jr  
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: 08/15/2015

Description of Attached Document:

Title or Type of Document: SUBORDINATION AGREEMENT

Document Date: 3/6/12 Number of Pages: \_\_\_\_\_

Signers Other Than Named Above: \_\_\_\_\_



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**Exhibit A**

**Reference Number:** 726106000619360

**Legal Description:**



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**EXHIBIT "A"**

SITUATED IN THE COUNTY OF CHILTON, STATE OF ALABAMA:

BEGIN AT THE NE CORNER OF THE NE 1/4 OF THE NW 1/4 OF SECTION 32,  
TOWNSHIP 24 N. RANGE 13 E, CHILTON COUNTY, ALABAMA AND RUN S 89 DEGREES  
32 MINUTES 05 SECONDS E, 326.50 FEET TO A POINT ON THE WEST RIGHT OF WAY  
OF ALABAMA HIGHWAY #155; THENCE ALONG SAID RIGHT OF WAY S 05 DEGREES 20  
MINUTES 00 SECONDS E, 331.75 FEET; THENCE LEAVING SAID RIGHT OF WAY N 88  
DEGREES 19 MINUTES 01 SECONDS W 333.31 FEET; THENCE S 03 DEGREES 05  
MINUTES 46 SECONDS E, 69.00 FEET; THENCE S 88 DEGREES 04 MINUTES 20  
SECONDS W, 616.62 FEET; THENCE N 05 DEGREES 40 MINUTES 58 SECONDS W,  
420.00 FEET; THENCE S 89 DEGREES 32 MINUTES 05 SECONDS E, 630.00 FEET TO  
THE POINT OF THE BEGINNING. ALL LYING IN THE NE 1/4 OF THE NW 1/4 OF  
SECTION 32, TOWNSHIP 24 N, RANGE 13 E, CHILTON COUNTY, ALABAMA AND  
CONTAINING 8.27 ACRES MORE OR LESS.

TAX ID NO: PARCEL 1 -COVERS IMPROVEMENT: 0309320000004000 (PARCEL #) 985  
(PPIN) AND PARCEL 2 - COVERS 3.6 ACRES LAND ONLY: 0309320000005002  
(PARCEL #) 987(PPIN)

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED:

GRANTOR: RICHARD E. POSEY AND WIFE, LINDA POSEY  
GRANTEE: STEPHEN CHRISTOPHER LINDEN AND WIFE, JOYCE HOGSTEN  
LINDEN, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP  
DATED: 10/26/1993  
RECORDED: 10/27/1993  
DOC#/BOOK-PAGE: 0099-915

NOTE: INSTRUMENT OF CORRECTION RECORDED 01/19/1994, IN BOOK 0103 PAGE  
065.

ADDRESS: 3869 AL HIGHWAY 155, MONTEVALLO, AL 35115

END OF SCHEDULE A



\*U02506336\*

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