Tax Parcel Number: 101010991011000

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Document Prepared By:

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

20120614000210050 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 06/14/2012 11:19:59 AM FILED/CERT

**{Space Above This Line for Recording Data}** 

Account Number: XXX-XXX-XXX8530-1998 Reference Number: A0106072006296490002

SUBORDINATION AGREEMENT FOR LINE OF CREDIT MORTGAGE

Effective Date: 3/21/2012

Owner(s): WILLIAM W SCOGGINS

Current Lien Amount: \$14,550.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo 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: 211 MORNING SUN DR, 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.

WILLIAM W SCOGGINS, AN UNMARRIED MAN (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 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 November, 2006, which was filed in Document ID# 20061205000588920 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 WILLIAM W SCOGGINS (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 \$76,000.00 (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. 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.

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# 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.

SUBORDINA	ATING LENDER:		
Wells Fargo B	lahk, N.A.		
By (	)		MAR 2 1 2012
(Signature)			Date
Christopher L.	. Wheeler		
(Printed Name	;)		
Officer			
(Title)			
FOR NOTAR	RIZATION OF LEN	DER PERSONNEL	
STATE OF	Virginia	)	
COUNTY OF	Roanoke	)ss. )	
The foregoing	Subordination Agree	ment was acknowledged before me, a not	ary nublic or other official qualified to
administer oatl	he this 2/ day	of Much, 21/2	hv. Christophon I Wheeler of
Officer of Wel	lls Fargo Bank, N.A.,	the Subordinating Lender, on behalf of sa	aid Subordinating Lender pursuant to
authority grant his her identity	ted by its Board of Di	rectors. See is personally known to me of	r has produced satisfactory proof of
	/ /	Mulla (Notary Public)	
Hunu	Me / Man	Mull (Notary Public)	

Sandra Jean Lucas
Notary Public 239947
Commonwealth of Virginia
My Commission Expires April 30, 2016

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Order No.:

**13825508** 0291509271

Loan No.:

### **Exhibit A**

The following described property:

Unit 211, in Horizon, a Condominium, as established by that certain Declaration of Condominium of Horizon, a Condominium, which is recorded in Instrument 2001-40927, to which Declaration of Condominium a Plan is attached as Exhibit "A" thereto, said Plan being filed for Record in Map Book 28, Page 141, in the Probate Office of Shelby County, Alabama, and to which said Declaration of Condominium the By-Laws of the Horizon Condominium Association, Inc. is attached as Exhibit "D" together with an undivided interest in the Common Elements assigned to said unit, as shown in Exhibit "C" of said Declaration of Condominium of Horizon, a Condominium.

Assessor's Parcel No: 101010991011000

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