Tax Parcel Number: 09-3-08-0-001-001.096

Recording Total Extent Dy Protest To:

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

NationalLink
300 Corporate Center Dr.
Sulte 300
Moon Township, PA 15108

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

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## [Space Above This Line for Recording Data]

Account Number: XXX-XXXX-XXX1261-1998

Reference Number: 549225320025513

# SUBORDINATION AGREEMENT FOR MODIFICATION OF LINE OF CREDIT MORTGAGE

Effective Date: 2/15/2013

Owner(s):

CLIFFORD HALL

BELINDA JOYCE HALL

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$98,718.00.

Senior Lender: PNC MORTGAGE, A DIVISION OF PNC 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: 164 HIGHLAND VIEW 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.

CLIFFORD HALL AND BELINDA JOYCE HALL, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 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 15th day of September, 2006, which was filed in Document ID# 20061115000560400 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 CLIFFORD HALL (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 \$577,000.00 (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

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$100,000.00 to the new credit limit of \$98,718.00.

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

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$100,000.00 to \$98,718.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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#### 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

SUBORDINATING LENDER:

0000000000670483

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.

## Wells Fargo Bank, N.A. FEB 1 8 2013 Date Gabriel Georgescu (Printed Name) Vice President Loan Documentation (Title) FOR NOTARIZATION OF LENDER PERSONNEL STATE OF Oregon )ss. Washington COUNTY OF The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to , by Gabriel Georgescu, as Vice day of TPP. administer oaths this President Loan Documentation 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 produged satisfactory proof of his/her/identity. (Notary Public) OFFICIAL SEAL BERNADETTE JANE POLISCHUK NOTARY PUBLIC - OREGON COMMISSION NO. 465371 Page 3 of 5 HE360 SUB MOD - AL (rev 20120302) MY COMMISSION EXPIRES JANUARY 29, 2016

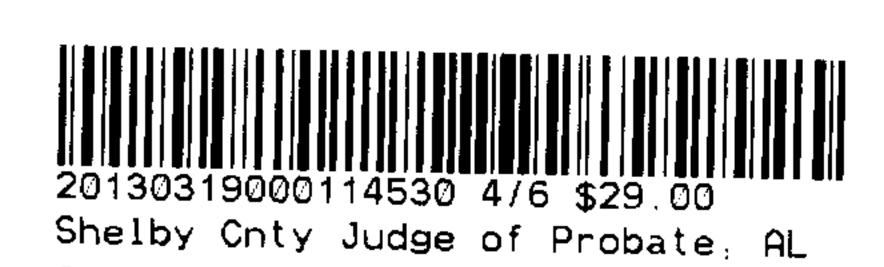
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Shelby Cnty Judge of Probate: AL

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Signature) CLIFFORD HALL	3-11-2013
Signature) CLIFFORD HALL	(Date)
Signature)	(Date)
(Signature)	(Date)
( c) • <del>C</del> · · · · · · · · ·	
says and the Security Instrument U	nder the Line of Credit Agreement, the undersigned hereb to its terms, and a receipt of a copy of the same.
WNER(S): As a signer on the Security Instrument un knowledges this Modification Agreement and agrees  (D. Man) Hall	$\frac{3-11-20/3}{3}$
WNER(S): As a signer on the Security Instrument un knowledges this Modification Agreement and agrees  (D. Man) Hall	$\frac{3 - 11 - 2013}{\text{(Date)}}$
WNER(S): As a signer on the Security Instrument uneknowledges this Modification Agreement and agrees  (1. 11.) Hall	$\frac{3-11-20/3}{3}$
WNER(S): As a signer on the Security Instrument un eknowledges this Modification Agreement and agrees  (1) Hall	$\frac{3 - 11 - 2013}{\text{(Date)}}$
WNER(S): As a signer on the Security Instrument unknowledges this Modification Agreement and agrees  (Signature) CLIFFORD HALL  (Signature) BELINDA JOYCE HALL	
WNER(S): As a signer on the Security Instrument unknowledges this Modification Agreement and agrees  Charles Hall  Signature) CLIFFORD HALL  Signature) BELINDA JOYCE HALL  (Signature)	
WNER(S): As a signer on the Security Instrument unknowledges this Modification Agreement and agrees  Corpor Hall  Signature) CLIFFORD HALL  Signature) BELINDA JOYCE HALL  (Signature)  (Signature)  (Signature)	(Date)
Certain Hall (Signature) CLIFFORD HALL (Signature) BELINDA JOYCE HALL (Signature) (Signature)	(Date) $ \begin{array}{r} 3 - 11 - 2013 \\ \hline 3 - 11 - 2013 \\ \hline \text{(Date)} \end{array} $ (Date) (Date)

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For An Individual Acting in His/Her Own Right: ACKNOWLEDGEMENT FOR INDIVIDUAL		
	• • • • • • • • • • • • • • • • • • •	
The State of Albam A  Schno	County }	
acknowledged before me on this day that, being informable same voluntarily on the day the same bears date. Given 2013.	ed to the foregoing conveyance, and who is kn ned of the contents of the conveyance, he/she	own to me.

# EXHIBIT "A" LEGAL DESCRIPTION

All that certain parcel of land situated in the City of Birmingham, County of Shelby, State of Alabama, being known and designated as Lot 414 according to the map or Highland Lakes 4th Section, Phase II an Eddleman Community as recorded in Map Book 35 Page 93 in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Highland Lakes Development ltd to Clifford Hall and Belinda Joyce Hall, as joint tenants, as described in Instr. #20051209000637420, Dated 11/18/2005, Recorded 12/09/2005, in SHELBY County Records.

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