Tax Parcel Number: N/A

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blad
Aliquippa, PA 15001 970/1/6/

201401310000028050 1/4 \$23.00 Shelby Cnty Judge of Probate, AL 01/31/2014 11:51:18 AM FILED/CERT

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX8502-0001

Reference Number: 4386540240249244

SUBORDINATION AGREEMENT FOR

MORTGAGE (THIS IS A FUTURE ADVANCE MORTGAGE)

Effective Date: 11/22/2013

Owner(s):

RICHARD B BURLESON MARY F BURLESON

Current Lien Amount: \$105,400.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTHTRUST BANK

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: 1094 COUNTRY CLUB CIR, BIRMINGHAM, AL 35244

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.

RICHARD B BURLESON AND MARY F BURLESON, 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 Mortgage (This Is A Future Advance 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 20th day of November, 2003, which was filed in Document ID# 20040303000108670 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 RICHARD B BURLESON (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 \$426,000.00 (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.

HE360 SUB - AL (rev 20120217) 0000000000781757

20140131000028050 2/4 \$23.00

20140131000028050 2/4 \$23.00 Shelby Cnty Judge of Probate, AL 01/31/2014 11:51:18 AM FILED/CERT

Page 2 of 3

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.	
Ву	NOV 2 7 2013
(Signature)	Date
Shannon Johnson	
(Printed Name)	
Vice President Loan Documentation	
(Title)	

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF	Oregon)		
COUNTY OF	Multnomah)ss.)		
·		- 1		oublic or other official qualified to
administer oaths	s this $2\sqrt{}$	day of Normher	. 2013	, by Shannon Johnson, as Vice
		n of Wells Fargo Bank, N.A., the		
Subordinating L	ender pursuan		_	e is personally known to me or has

OFFICIAL SEAL
STEFANI D PALMORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 479080
MY COMMISSION EXPIRES JUNE 16, 2017

(Notary Public)

HE360 SUB - AL (rev 20120217) 0000000000781757

20140131000028050 3/4 \$23.00

201401310000028050 3/4 \$23.00 Shelby Cnty Judge of Probate, AL 01/31/2014 11:51:18 AM FILED/CERT

Page 3 of 3

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 1999, PAGE 45165, ID# 11-7-35-0-002-001.030, BEING KNOWN AND DESIGNATED AS:

LOT 3408, ACCORDING TO THE SURVEY OF RIVERCHASE COUNTRY CLUB, 34TH ADDITION, A RECORDED IN MAP BOOK 15, PAGE 32, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

MORE COMMONLY KNOWN AS 1094 COUNTRY CLUB CIRCLE, HOOVER, AL 35244

٠,

BEING THE SAME PROPERTY CONVEYED TO MARY BURLESON AND RICHARD B. BURLESON, AS JOINT TENANTS BY FEE SIMPLE DEED FROM HARRIET GOGGANS AND BILL GOGGANS, HUSBAND AND WIFE AS SET FORTH IN INST # 1999 PAGE 45165 DATED 10/27/1999 AND RECORDED 11/02/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Title No.: 27718894

