


Drafted by Andrea Sutherland

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Shelby Cnty Judge of Probate, AL  
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### **SUBORDINATION AGREEMENT**

**NOTICE:** This subordination agreement results in your security interest in the property becoming subject to and of lower priority than the lien of some other or later security instrument

This Agreement is made this 8th day of July 2003, by and between **Wells Fargo Bank , N.A.** a national bank with its headquarters located at **420 Montgomery Street, San Francisco California** (herein called "Lien Holder"), and **Wells Fargo Home Mortgage, Inc.**, with its main office located in the State of **Iowa** (herein called the "Lender").

### **RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **November 16th, 2001** executed by **Gregory Myers and Cheryl W. Myers** (the "Debtor") which was recorded in the county of **SHELBY**, State of **Alabama**, as **Inst.# 2002-06112** on **February 5th, 2002** (the "Subordinated Instrument") covering real property located in **Helena** in the above-named county of **SHELBY**, State of **Alabama**, as more particularly described in the Subordinated Instrument (the "Property").

**PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)**

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement not to exceed the amount of \$103,470.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

# **Exhibit "A"**

## **Legal Description**

All that certain parcel of land situated in the County of Shelby, State of Alabama, being known and designated as Lot 21, according to the survey of Bridlewood Parc, Sector Two, as recorded in Map Book 17, Page 111 in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Regency Development Inc. to Gregory Myers and Cheryl W. Myers, as described in Deed Book 1994 Page 7962, recorded 3/11/94 in SHELBY County Records.

Tax ID: 1352231010017

ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of Alabama. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

WELLS FARGO BANK , N.A.

**NOTICE: This subordination agreement contains a provision which allows the person obligated on your real property security to obtain a loan a portion of which may be expended for other purposes than improvement of the land**



By: Brett Lambert  
Title: Assistant Vice President

STATE OF Minnesota       )  
                                      ) SS.  
COUNTY OF Hennepin       )

The foregoing instrument was acknowledged before me this 8th day of July,  
2003, by Brett Lambert Assistant Vice President of Wells Fargo Bank , N.A.

WITNESS my hand and official seal.

My commission expires: January 31, 2007



Natalie Lynn Fevig  
Notary Public

