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2983821

Prepared by:
Melissa Williams
Wells Fargo
3476 State View Blvd
Fort Mill, SC. 29715
803-396-6569

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 5th day of January 2007, by and between **Wells Fargo Bank, N.A.** a national bank (herein called "Lien Holder"), and **Wells Fargo Bank, N.A.**, a national bank (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **April 9, 2001**, executed by **Gerald S. Kocsis, Jr.** (the "Debtor") which was recorded in the county of **SHELBY, State of Alabama**, as **2001-16983** on **May 1, 2001** (the "Subordinated Instrument") covering real property located in **ALABASTER** 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)

APN: 13726400 1012043

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 in the amount of \$95590.

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

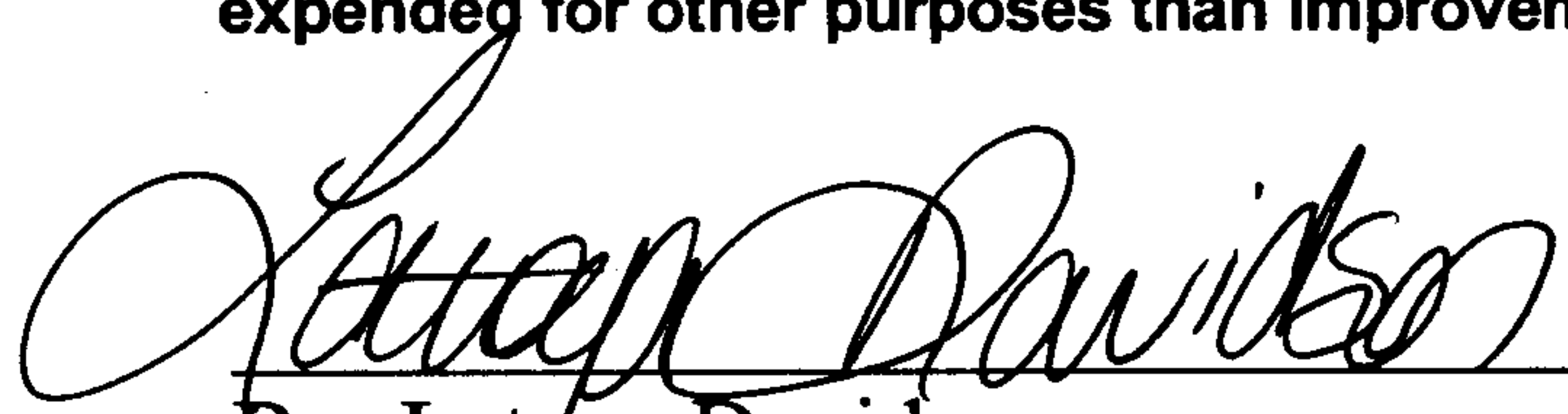
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

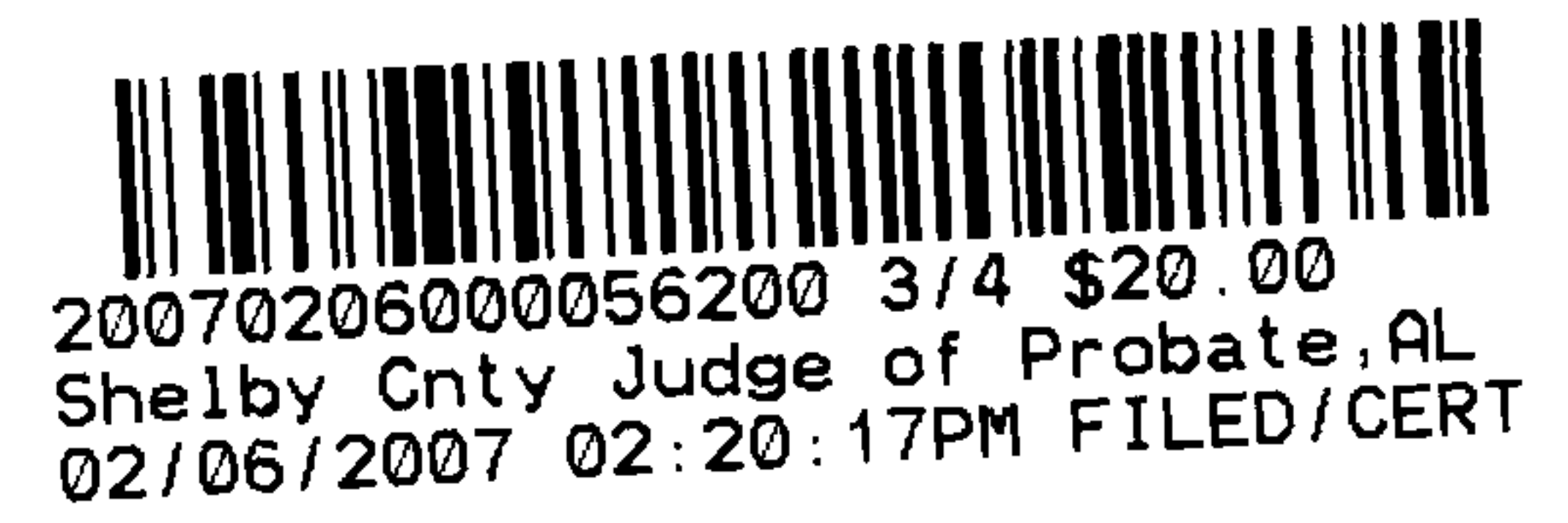
1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal 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

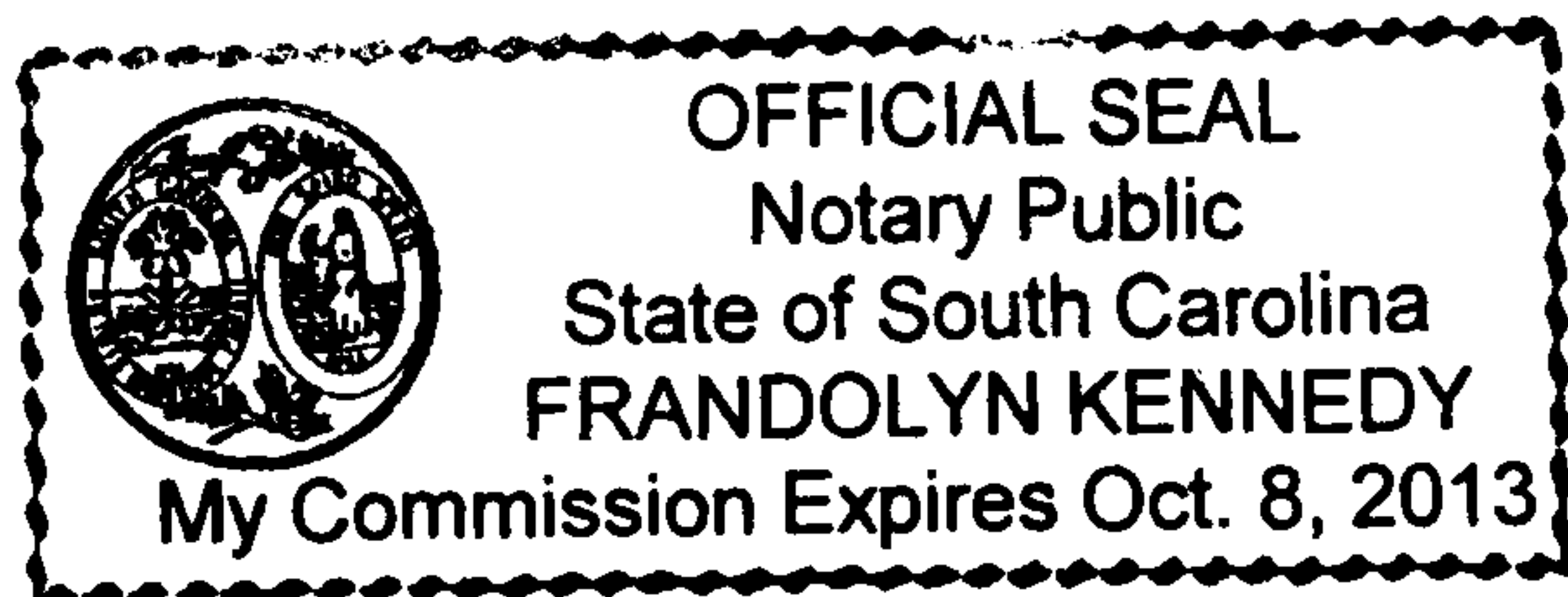

By: Latoya Davidson
Title: Vice President of Loan Documentation

[illegible]

The foregoing instrument was acknowledged before me this 5th day of January, 2007, by
Latoya Davidson, Vice President of Loan Documentation of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: October 8, 2013



Frاندولyn Kennedy
Frاندولyn Kennedy
Notary Public



20070206000056200 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
02/06/2007 02:20:17PM FILED/CERT

Order ID: 2983821

Loan No.: 0072163256

EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this policy is situated in the State of AL, County of SHELBY, City of ALABASTER and described as follows:

The following described real estate, situated in Shelby County, Alabama, to-wit:

Lot 69, according to the Survey of Willow Creek – Phase Two, as recorded in Map Book 9, Page 102 A and B, in the Probate Office of Shelby County, Alabama.

Being the same parcel conveyed to Gerald S. Kocsis, Jr. from Thomas D. George and Jacqueline N. George by virtue of a deed dated 10/27/2000 recorded 11/01/2000 in deed document no. 2000-37891 in Shelby County, Alabama

APN 137264001012043