

20080620000253570 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:12:42PM FILED/CERT

Prepared by: Latoya Davidson
Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715
(866) 886-0223

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

65065029067250001

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 22nd day of January 2008, by and between **Wells Fargo Bank, N.A.** a national bank with its headquarters located at **3476 STATE VIEW BLVD FORT MILL, SC 29715-7200** (herein called "Lien Holder"), and **Wells Fargo Bank, N.A.**, 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 **August 21 2006** executed by **Charles Andrew Stevens and wife, Laura L. Stevens for and during their joint lives and upon the death of either of them, then to the survivor of them** (the "Debtor") which was recorded in the county of **SHELBY**, State of **ALABAMA**, as **20061013000509690**, on **October 13 2006** (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)

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 \$112,212.

D.D: 1/31/08 Rec: 2/8/08 I#: 20080208000054090

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

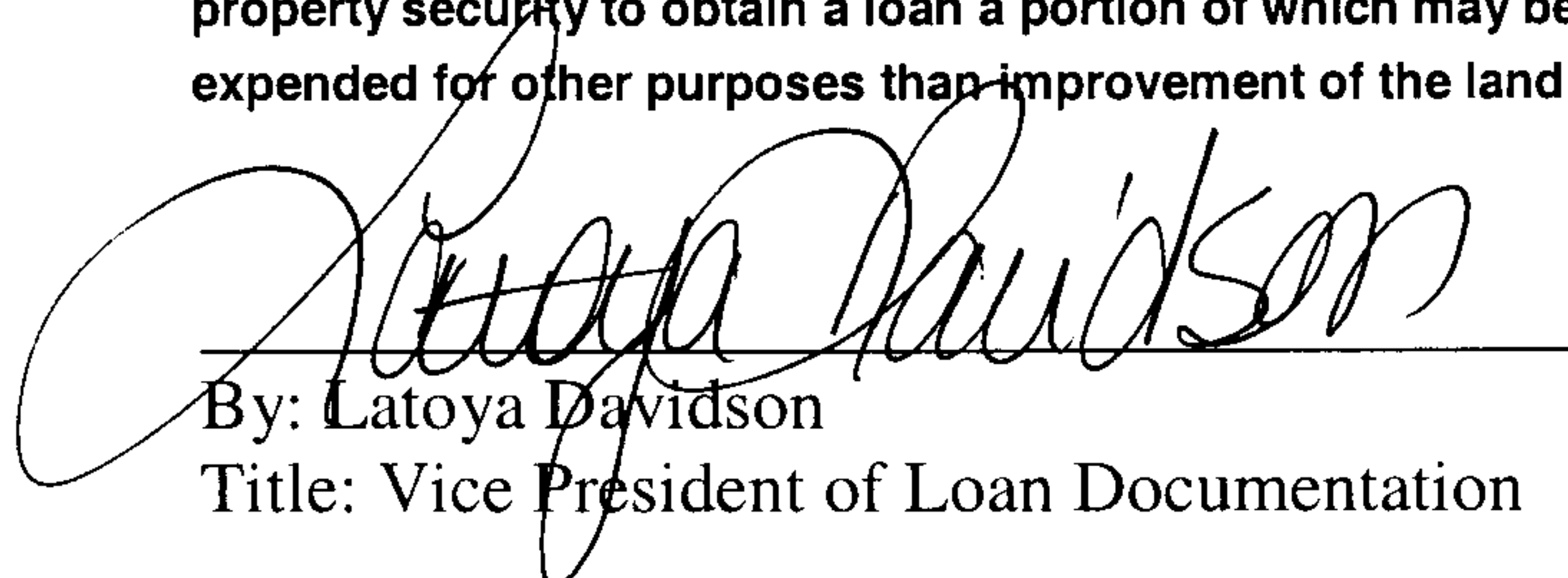
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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



20080620000253570 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:12:42PM FILED/CERT

STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

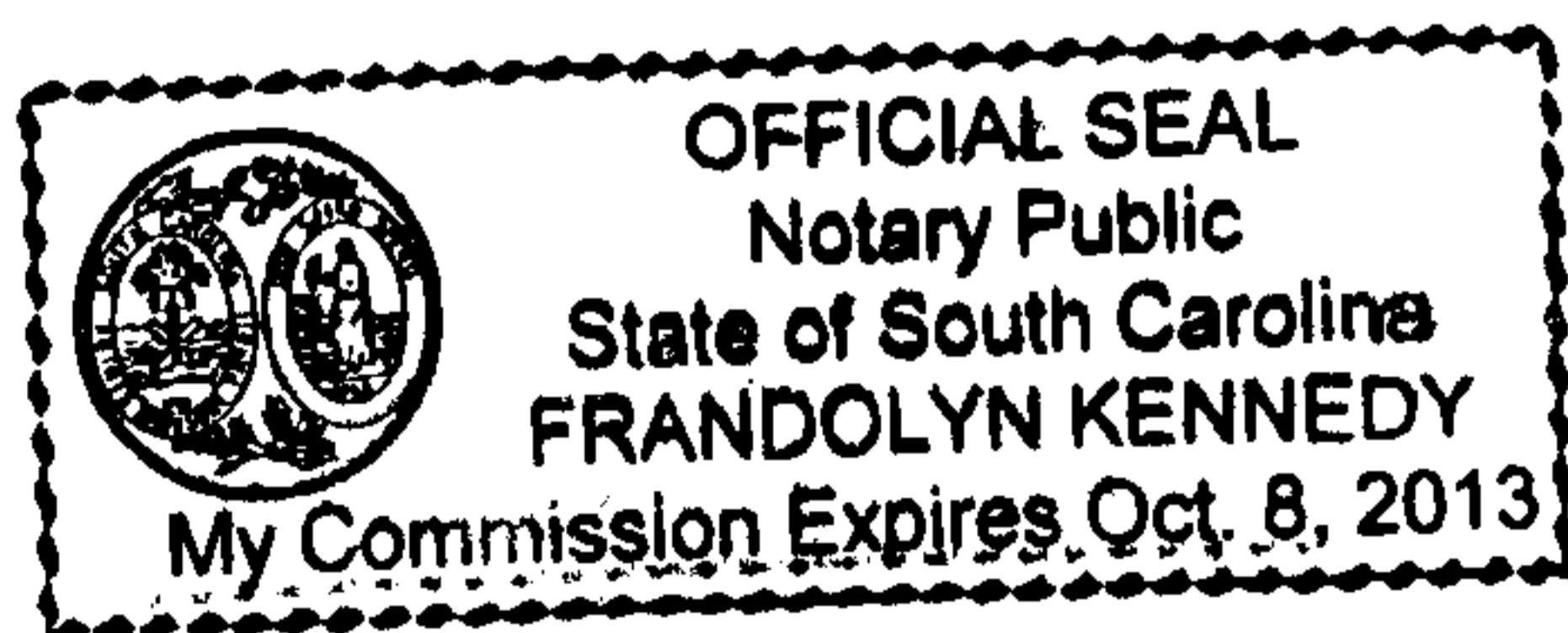
On this 22nd day of January, 2008, Before me Frandolyn Kennedy, personally
appeared Latoya Davidson, Vice President Loan Documentation as OFFICER of
WELLS FARGO BANK, N.A.

- personally known to me
- proved to me on the basis of satisfactory evidence

To be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of Fort Mill, County of York, State of South Carolina
WITNESS my hand and official seal,

Frandolyn Kennedy
Signature of Notary Public

Frandolyn Kennedy
My commission expires: October 8, 2013.





20080620000253570 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:12:42PM FILED/CERT

APN: 13-7-26-4-001-043.000

Order ID: 4027196

Loan No.: 0083016279

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:

Lot 24, according to the Survey of Willow Creek, Phase One, as recorded in Map Book 7, Page 132, in the Probate Office of the Shelby County, Alabama, Mineral and mining rights excepted.

Being the same parcel conveyed to Charles Andrew Stevens and Laura L. Stevens from Gypsy Y. Stephens by virtue of a deed dated June 30, 1995 recorded July 06, 1995 in deed document no. 1995-17671 in Shelby County, Alabama.

APN 13-7-26-4-001-043.000

WITH THE APPURTENANCES THERETO.

APN: 13-7-26-4-001-043.000