



20080620000253580 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
06/20/2008 02:15:51PM 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
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2550 N. Redhill Ave.
Santa Ana, CA. 92705 4192110
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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 06th day of March 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 **February 06, 2007** executed by **David M. Ruttka** (the "Debtor") which was recorded in the county of **SHELBY**, State of **ALABAMA**, as **20070521000235990**, on **May 21, 2007** (the "Subordinated Instrument") covering real property located in **CHELSEA** 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 \$210,666.

O.D: 2/28/08 REC: 3/12/08 I# : 200803/2008101720

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: 

Title: Vice President of Loan Documentation

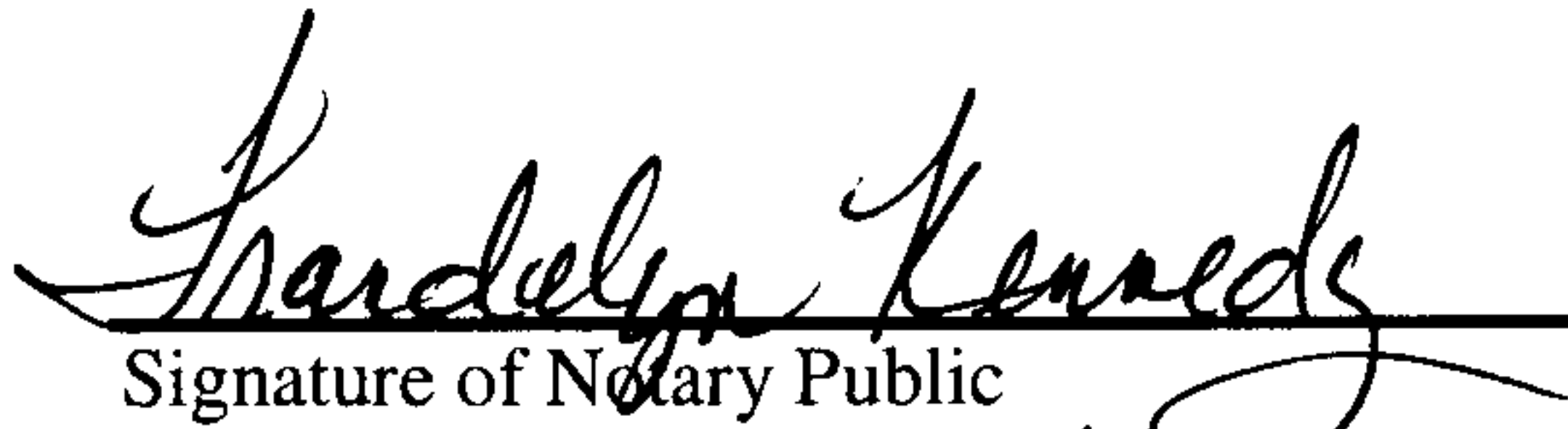
STATE OF SOUTH CAROLINA)

COUNTY OF YORK)

On this 06th day of March, 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,


Signature of Notary Public


My commission expires: **October 8, 2013.**





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APN: 15-3-05-2-005-012.000

Order ID: 4192110

Loan No.: 0085223113

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 514, according to the Map and Survey of Windstone V Subdivision, as recorded in Map Book 31, Page 60, Shelby County, Alabama records.

APN: 15-3-05-2-005-012.000

WITH THE APPURTENANCES THERETO.

APN: 15-3-05-2-005-012.000