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20080724000298940 1/5 \$24.00
Shelby Cnty Judge of Probate,AL
07/24/2008 12:23:38PM FILED/CERT

SUBORDINATION AGREEMENT

New Loan #: 0085664035

This Subordination Agreement is dated for reference 07/10/2008 and is between

WACHOVIA BANK, NATIONAL ASSOCIATION whose
principal address is 7711 PLANTATION RD, ROANOKE, VA 24019
(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3480 STATEVIEW BLVD, FORT MILL, SC 29715

(called "New Senior Lender")

Prepared by:
Santee Kim
LSI
2550 N. Redhill Ave.
Santa Ana, Ca 92705

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note
(the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 1/24/2006

Borrower(s) Name(s) ("Borrowers") : ALAN JACKSON and PAULA JACKSON

Property Address: 3073 BROOK HILL DR, BIRMINGHAM, AL 35242

Legal Description of real property secured by Security Instrument ("Property") :

See Exhibit A (Attached)

Recording Date : 2/10/2006 County : SHELBY Amount : \$153,000.00

Recording Number : 20060210000069930 Book : Page :

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage
loan on the Property with a new first priority mortgage loan secured by the Property from New Senior
Lender in the original principal sum of \$243,095.00 Date: 3/31/08

(the "New Senior Security Instrument").
Rec: 4/9/08 I#: 20080409000142990



New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.



20080724000298940 3/5 \$24.00
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JUNIOR LENDER: WACHOVIA BANK, NATIONAL ASSOCIATION

BY :

Kitty Pierce

NAME :

KITTY PIERCE
ASSISTANT VICE PRESIDENT

TITLE :

STATE OF Virginia

COUNTY OF Roanoke

On July 16, 2008 before

Me, Lynn Michelle Johnson

Personally Appeared Gilly Pierce

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Personally known to me (or 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 acknowledge 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.


WITNESS my hand and official seal.

Lynn Michelle Johnson
Lynn M. Johnson

Signature of Notary Public



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 10/31/2009
Lynn Michelle Johnson ID #357587


20080724000298940 5/5 \$24.00
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APN: 10 1 01 0 001 001.068

Order ID: 4281228

Loan No.: 0085664035

EXHIBIT A
LEGAL DESCRIPTION

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

Lot 20 according to the survey of Meadow Brook, 16th Sector, 1st Phase, as recorded in Map Book 9, Page 143 A and B in the office of the Judge of Probate of Shelby County, Alabama.

APN: 10 1 01 0 001 001.068

WITH THE APPURTENANCES THERETO.

APN: 10 1 01 0 001 001.068