

MULTISTATE SUBORDINATION, and if applicable,
MODIFICATION AGREEMENT

Prepared By: Dst Battle

1525 West W.T. Harris Blvd.

Charlotte, NC 28288

888 2367706
030455543

(With Optional Deed of Appointment
of Substitute Trustee, if necessary)

Effective Date: September 3, 2008

Borrower(s): Sophia and Wesley Clifford

New Lender: Wachovia Mortgage, FSB

Subordinating Lender: Wachovia Bank, NA

Trustee (if Applicable): David Pope

Property Address: 1040 King Stables Cir
Birmingham, AL 35242

THIS AGREEMENT (this "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, the Trustee (if any, including any substitute trustee appointed pursuant to Section C. of this Agreement) and the New Lender name above.

1. One or more of the person(s) name above as a Borrower(s) own(s) the real property located at the above Property Address (the "Property").
2. The Subordinating Lender and the Trustee (if any) have an interest in the Property by virtue of a mortgage, deed of trust or security deed (the "Existing Security Instrument") given by Borrower(s), which is dated the 21st day of February, 2006 and was filed in Deed Book 20060317000 at page(s) 124310, et seq. Of the public records of Shelby County, Alabama. The Existing Security Instrument secures repayment of a loan or line of credit (the "Existing Debt") extended to Borrower by Subordinating Lender.
3. The New Lender has agreed to (make new loan/amend existing loan) in the original principal amount of \$ 198,400 (the "New Loan"/"Amended Loan") to the Borrower, provided that the (New Loan/Amended Loan) is secured by a first lien mortgage, deed of trust or security deed on the Property (the "New Security Instrument") in favor of the New Lender.
4. The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument.

NORTH CAROLINA LOANS ONLY (if applicable):

5. The New Loan will have a maximum principal amount of \$ _____ (not including advances which the New Lender may make on Borrower's behalf to protect the property or the lien of the New Security Instrument) and a maximum rate of _____% per annum.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

A. AGREEMENT TO SUBORDINATE

1. **Subordination.** Lender and Trustee (if any) hereby subordinate to the lien of the New Security Instrument the lien of the Existing Security Instrument, including all modifications, extensions and renewals of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.
2. **Other Documents.** Subordinating Lender and Trustee (if any) will deliver to New Lender such estoppel letters, status reports or verification of this Agreement as New Lender may reasonably request.

B. AGREEMENT TO REDUCE CREDIT LIMIT (if applicable)

☒ If this box is checked, the Lender's and (if any) the Trustee's agreement to subordinate the lien of the Existing Security Instrument is conditioned on a reduction of the Credit limit on Borrower(s)' revolving line of credit account to a maximum at any one time of \$ 50,000. By signing this Agreement below, each Borrower who signed the credit agreement for the account agrees to this change.

CLIFFORD
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AL

FIRST AMERICAN ELS
MODIFICATION AGREEMENT

WHEN RECORDED, RETURN TO:
EQUITY LOAN SERVICES, INC.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING
Accommodation Recording Per Client Request

C. APPOINTMENT OF SUBSTITUTE TRUSTEE(s) (if applicable)

WHEREAS, the Security Instrument referred to in Section A. of this Agreement is a Deed of Trust (the "Deed of Trust") which names Wachovia Bank, NA ("Original Trustee(s)") as Trustee(s) and Subordinating Lender as beneficiary; and

WHEREAS, the Deed of Trust provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee(s) by an instrument recorded among the appropriate land records; and

WHEREAS, it is the desire of the Subordinating Lender to appoint a substitute trustee in the place and stead of the Original Trustee.

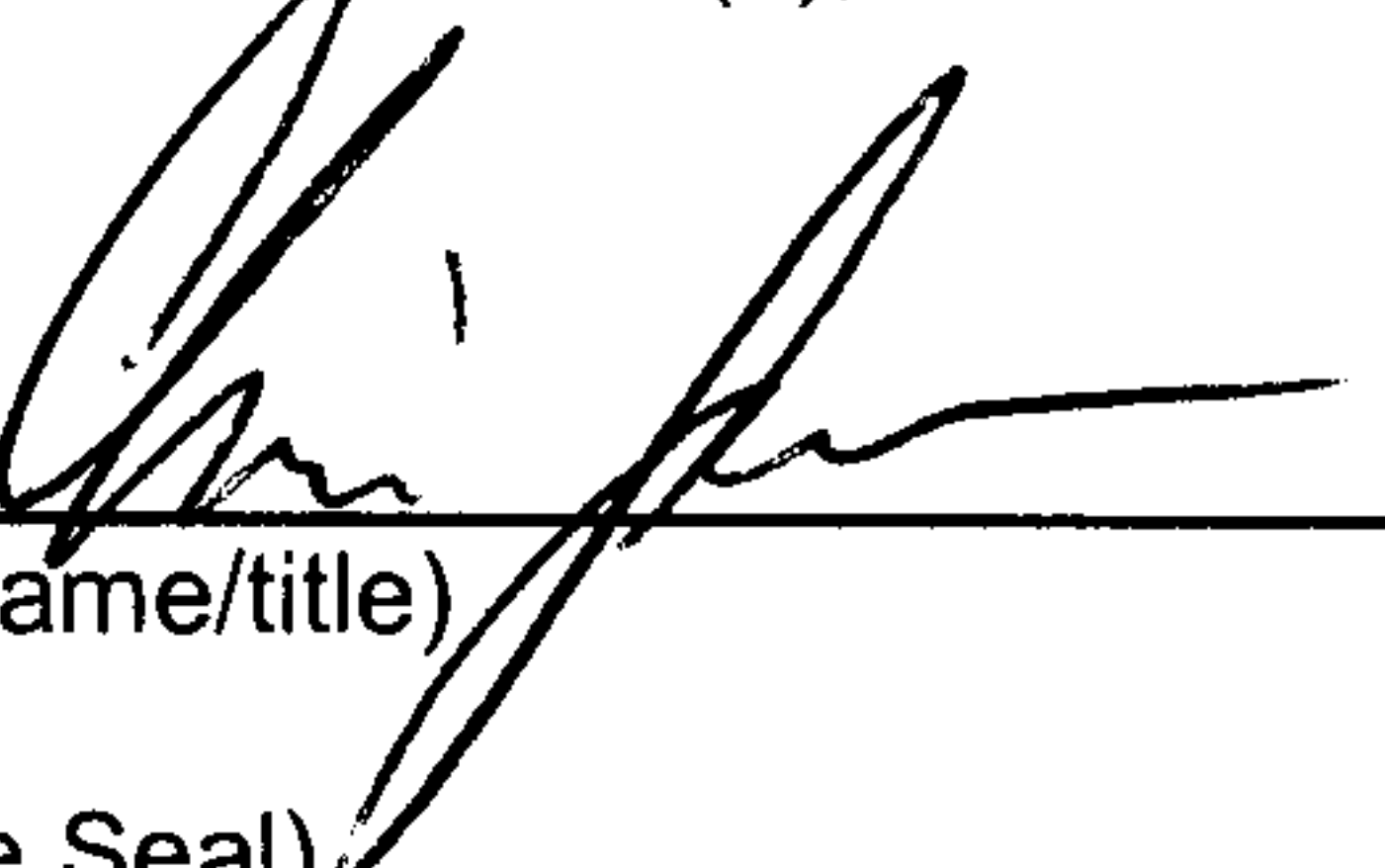
NOW, THEREFORE, Subordinating Lender hereby removes the Original Trustee as Trustee and designates and appoints Wachovia Mortgage, FSB as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Deed of Trust.

D. GENERAL TERMS AND CONDITIONS

1. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.
2. **Nonwaiver.** This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related loan documents shall affect this Agreement.
3. **Severability.** The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.
4. **Applicable Law.** It is agreed that the laws of the state in which the Property is located, applied without regard to general conflicts of laws principles, shall govern the construction and interpretation of this Agreement and the rights and obligations set out herein.

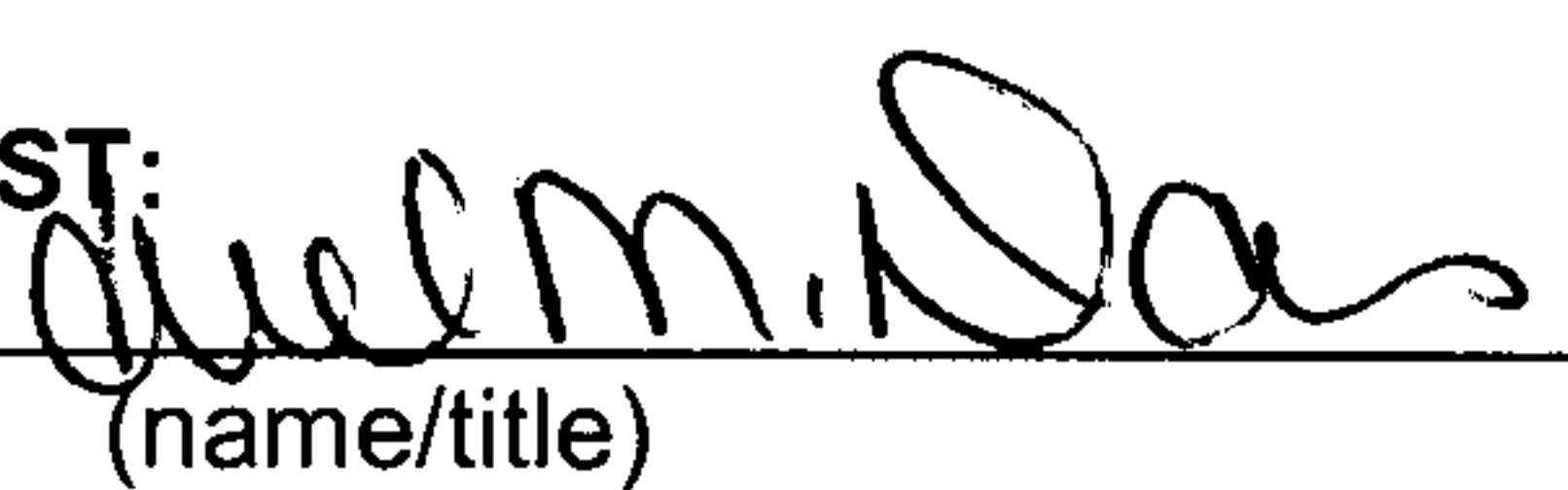
E. SIGNATURES AND ACKNOWLEDGEMENTS

IN WITNESS WHEREOF, the Subordinating Lender, through its authorized officer and, if applicable (i) the Trustee (if any), individually or through its authorized officer or other representative, and (ii) if applicable, the Borrower(s), have each set their hand and seal as of the Effective Date above.

ATTEST: 

(name/title)

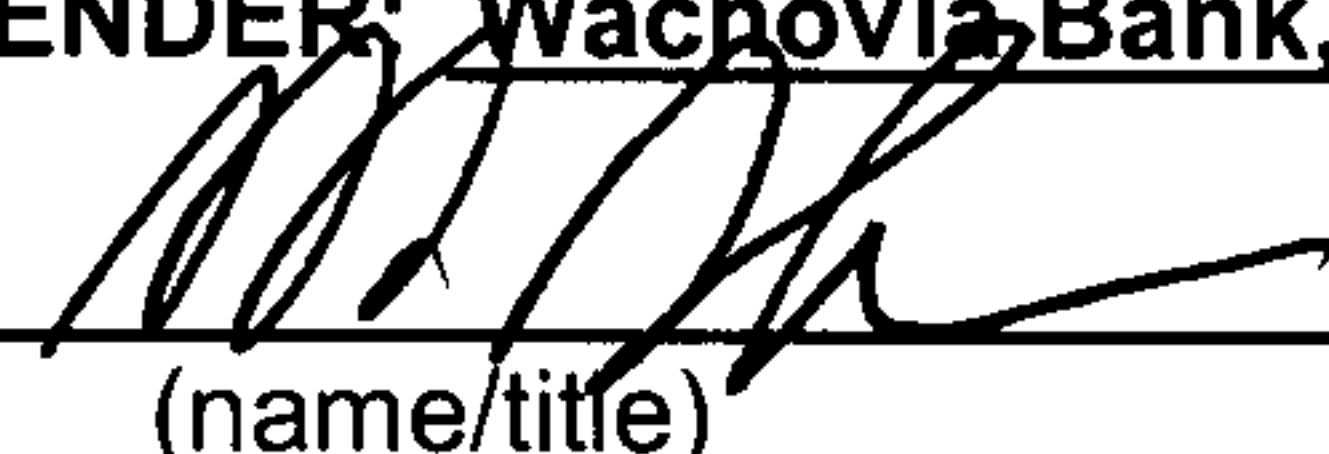
(Corporate Seal)

ATTEST: 

(name/title)

(Corporate Seal)

SUBORDINATING LENDER: Wachovia Bank, NA

By: 

(name/title)

TRUSTEE: (if applicable)

By: _____
(name/title)

BORROWER(s):

(witness)

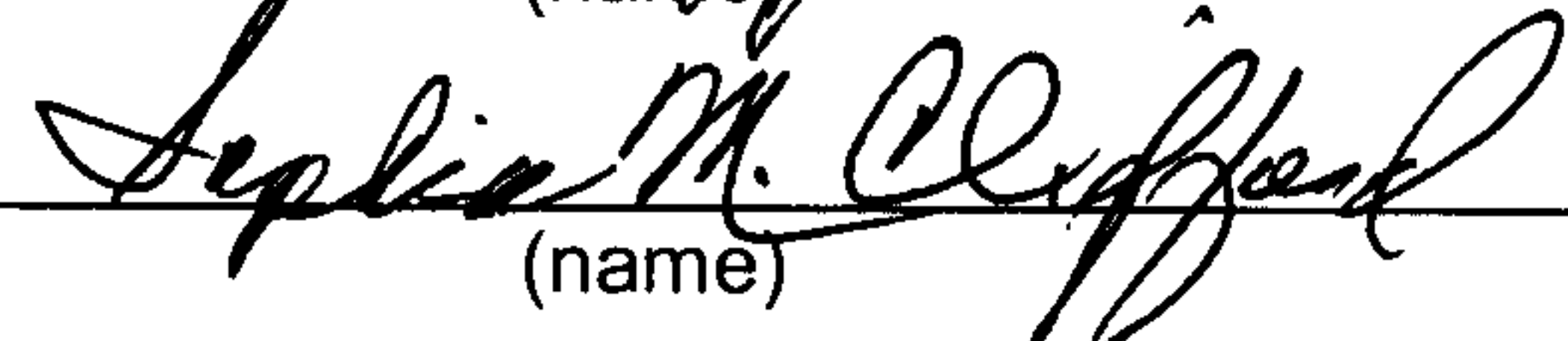
(witness)

(witness)

(witness)



(name)



(name)

(name)

(name)

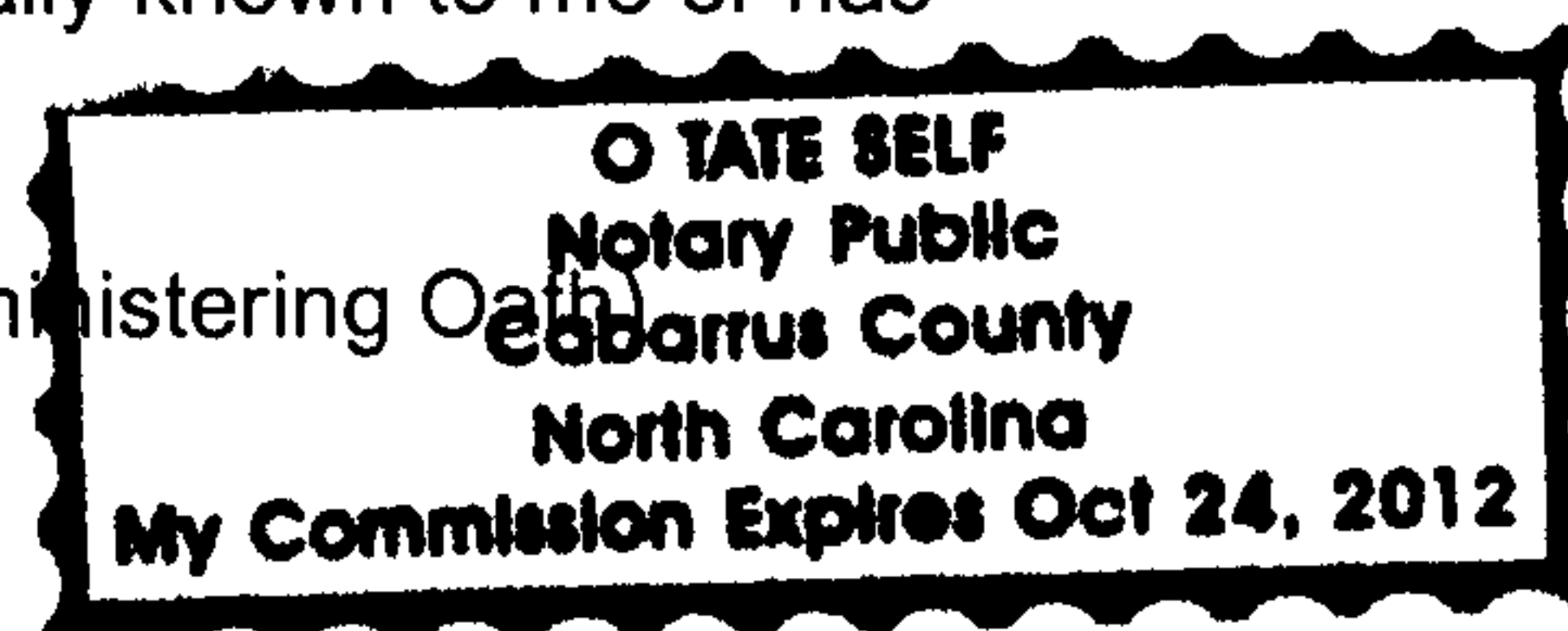
(ACKNOWLEDGEMENT PAGE FOLLOWS)

SUBORDINATING LENDER'S ACKNOWLEDGEMENT

STATE OF NC
COUNTY OF Mecklenburg

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 10th day of Sept., 2008, by Tate Self, as Notary Public of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Tate Self (signature of person administering Oath)
printed name: O Tate Self /title: Notary Public
(If Applicable) My Commission Expires: 10-24-2012



TRUSTEE'S ACKNOWLEDGEMENT (if applicable)

STATE OF _____
COUNTY OF _____

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this _____ day of _____, _____, by _____, as _____ of the Trustee named above, on behalf of said Trustee pursuant to authority granted by Trustee's board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

(signature of person administering Oath)
printed name: _____ /title: _____
(If Applicable) My Commission Expires: _____

BORROWER'S ACKNOWLEDGEMENT
(Required **ONLY** If Section B. Above Has Been Completed)

STATE OF Alabama
COUNTY OF Shelby

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5 day of Sept., 2008, by Brian George Fricks, the Borrower(s) named above. She/he/they is/are personally known to me or has produced satisfactory proof of his/her identity.

Brian George Fricks (signature of person administering Oath)
printed name: _____ /title: _____
(If Applicable) My Commission Expires: _____

