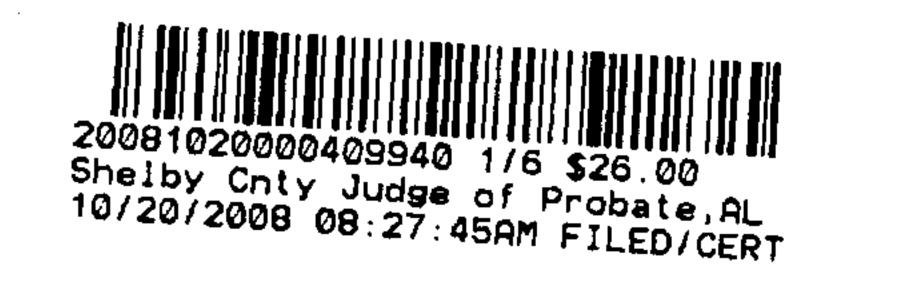
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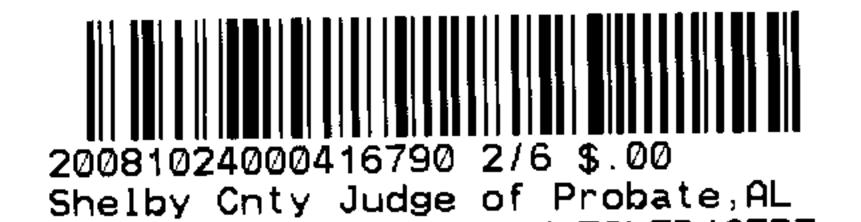
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MULTISTATE SUBORDINATION, and if applicable, MODIFICATION AGREEMENT (With Optional Appointment of Substitute Trustee, if necessary)

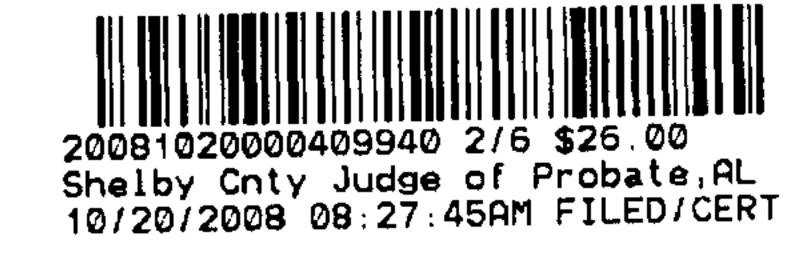
When Recorded Mail To: Wachovia Bank, N. A. #000006247258

This instrument prepared by: Wachovia Mortgage, FSB
Effective Date: October 10, 2008
Borrower(s): Kendall Zettler and Patricia A Zettler

New Lender: Wachovia Mortgage, FSB
Subordinating Lender: <u>Wachovia Bank, N.A.</u>
Trustee (If Applicable):
Property Address: 2104 Chandawood Drive Pelham, AL 35124
1 Ciricin, AL 00 124
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 named above.
1. One or more of the person(s) named above as a Borrower own(s) the real property located at the above Property Address (the "Property").
2. The Subordinating Lender and the Trustee(s) (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, which is dated the day of, and was filed as Instrument No in No at pages, et seq. of the public
records of Shelby County, Alabama . $+20081020000409930$
3. The Existing Security Instrument secures repayment of a loan or line of credit in the original (or maximum) principal amount of \$\frac{52,000.00}{52,000.00}\$ (the "Existing Debt") extended to Borrower by Subordinating Lender.
4. The New Lender has agreed to make a new loan in the original principal amount of \$\frac{114,500.00}{\text{the "New Loan"}}\$ to the Borrower, provided that the New 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.
240227 (Rev 07) Multistate Subordination Agrmt Page 1 of 6 Certify this to be a true and
correct copy
Prekate Andre
10/24/08 Shelby County



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5. The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument.

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

A. AGREEMENT TO SUBORDINATE

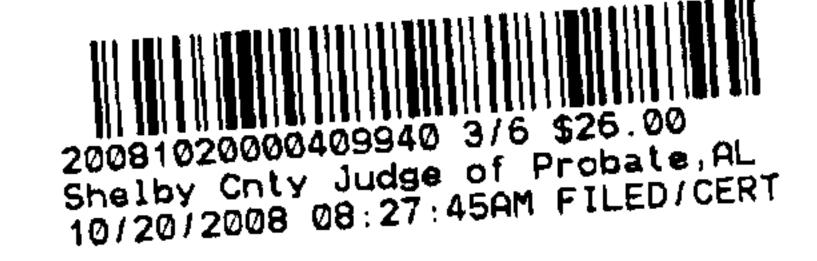
- 1. Subordination. Subordinating Lender and Trustee(s) (if any) hereby subordinate to the lien of the New Security Instrument, including all modifications, extensions and renewals of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which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

B. AGREEMENT TO REDUCE CREDIT LIMIT

If this box is checked, the Subordinating 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 maximum credit limit on Borrower's revolving line of credit account to a maximum at any one time of . By signing this Agreement below, each Borrower who signed the credit agreement for the account agrees to this change.
C. APPOINTMENT OF SUBSTITUTE TRUSTEE
WHEREAS, the Security Instrument referred to in Section A. of this Agreement is a Deed of Trust (the Deed of Trust") which names ["Original Trustee(s)") as Irustee(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 trustees by an instrument recorded among the appropriate land ecords; and
WHEREAS, it is the desire of the Subordinating Lender to appoint a substitute trustee in the place and stead of the Original Trustee(s).
NOW, THEREFORE, Subordinating Lender hereby removes the Original Trustee(s) as Trustee(s) and designates and appointshaving an address at as substitute Trustee
with the same powers and duties as were originally vested in the Original Trustee(s) under the Deed of

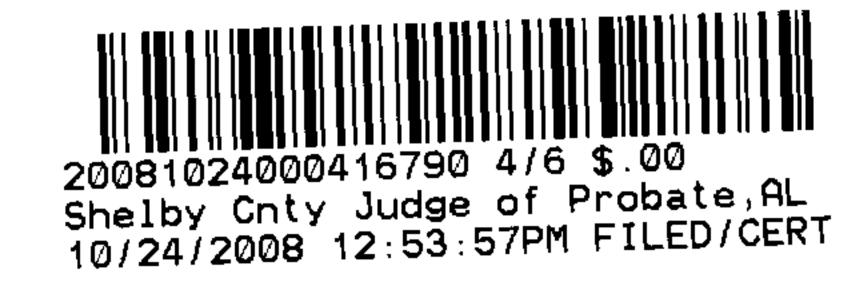


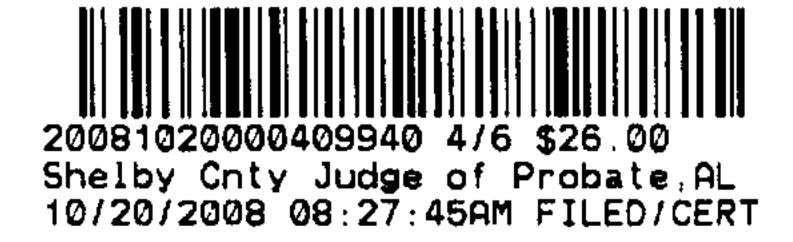
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D. GENERAL TERMS AND CONDITIONS

- 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.
- Nonwaiver. This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee under the New Security Instrument or related loan documents shall affect this Agreement.
- Severability. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions hereof.
- 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.





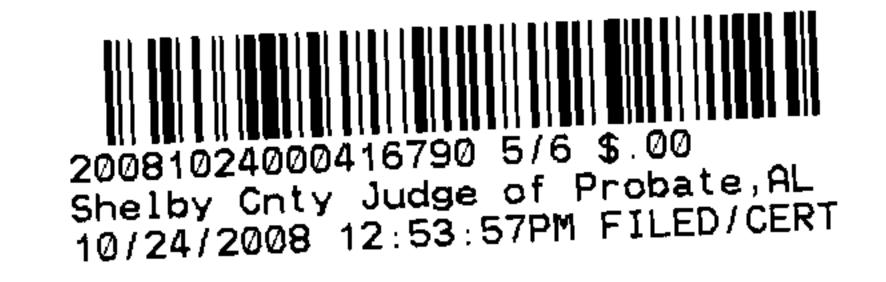
E. SIGNATURES AND ACKNOWLEDGMENTS

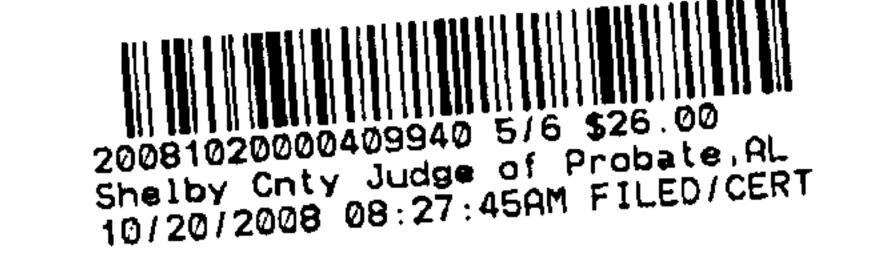
SUBORDINATING LENDER SIGNATURE AND ACKNOWLEDGMENT

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

ATTEST: dal B Brido	SUBORDINATING LE	ENDER
	Wachovia	Bank, N.A.
(Corporate Seal)		
ATTEST: Lan John	By:	Jan
(Corporate Sea!)		
State of South Caroling County of Richland		
The foregoing Subordination Agreement was acknowled qualified to administer paths this	dged before me, a notal October	y public or other official , 2008, by
Wachovia Bank, N. A. Subordinating Lender pursuant to authority granted by S/he is personally known to me or has produced satisfactors.		·
Signature of Person Administering Oath:	males/	
Printed Name of Person Administering Oath: Inc.	belle 2. 60	nzalen
Title: 107424		
(If Applicable) My Commission Expires: $2-36-6$	2011	

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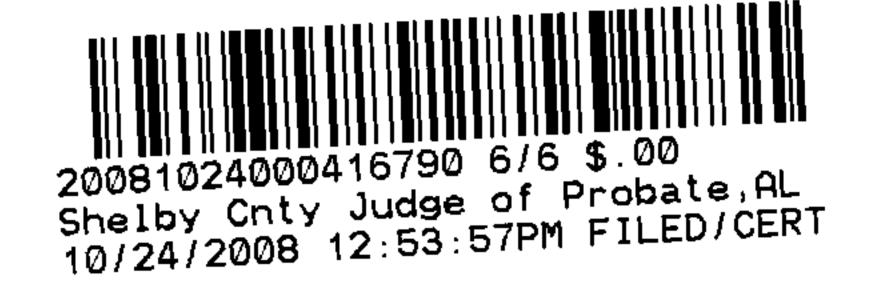


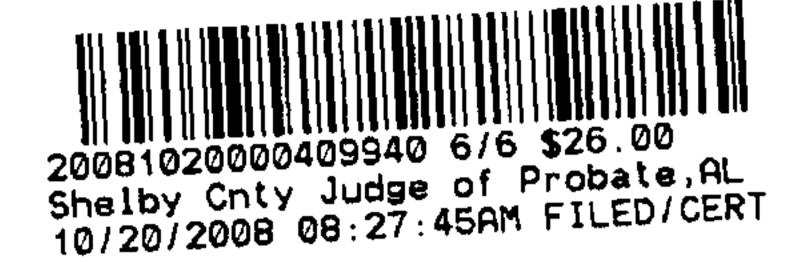


TRUSTEE SIGNATURE AND ACKNOWLEDGMENT

IN WITNESS WHEREOF, the Trustee(s) (if any), individually or through its authorized officer or other representative has set its hand and seal as of the Effective Date above.

ATTEST:	TRUSTEE	
	Print Name:	
(Corporate Seal)	By:	
ATTEST:		
(Corporate Seal)		
of County of The foregoing Subordination Agreemen	t was acknowledged before me, a notary public or other	r official
qualified to administer oaths this	day of,,	, by
	, as , on behalf of said Trustee pursuant to a	uthority
granted by Trustee's board of directors produced satisfactory proof of his/her id	or other governing body. S/he is personally known to me	
Signature of Person Administering Oath	l 1	<u>.</u>
Printed Name of Person Administering ()ath:	
Title:		
(If Applicable) My Commission Expires:		





BORROWER SIGNATURE AND ACKNOWLEDGMENT

(Required ONLY If Section B. Above Has Been Completed)

IN WITNESS WHEREOF, the Borrower(s) have each set their hand and seal as of the Effective Date above.

WITNESSE(s)	BORROWER(s)
	Kendall Zettler
	Patricia A Zettler
of	
qualified to administer oaths this da	nowledged before me, a notary public or other official y of, by Borrower(s) named above. S/he/they is (are)
personally known to me or has (have) produced s	atisfactory proof of his/her/their identity.
Signature of Person Administering Oath:	
Printed Name of Person Administering Oath:	
Title:	
(If Applicable) My Commission Expires:	