



20081217000468230 1/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
12/17/2008 01:15:14PM FILED/CERT

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

**When Recorded Mail To:** Wachovia Mortgage, FSB

#000006260377

**This instrument prepared by:** Wachovia Mortgage, FSB

**Effective Date:** November 14, 2008

**Borrower(s):** Byron Berry  
\_\_\_\_\_

**New Lender:** Wachovia Mortgage, FSB

**Subordinating Lender:** Wachovia Mortgage, FSB

**Trustee (If Applicable):** TRSTE, INC

**Property Address:** 1405 Cove Park Circle  
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 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 26th day of October, 2006 and was filed as Instrument No. \_\_\_\_\_ in \_\_\_\_\_ No. \_\_\_\_\_ at pages \_\_\_\_\_, et seq. of the public records of Shelby County, Alabama.

3. The Existing Security Instrument secures repayment of a loan or line of credit in the original (or maximum) principal amount of \$ 61,900.00 (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 \$ 400,000.00 (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.

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 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(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 \$ 50,000.00. 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 N/A - MORTGAGE ("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 trustees 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(s).

**NOW, THEREFORE,** Subordinating Lender hereby removes the Original Trustee(s) as Trustee(s) and designates and appoints TRSTE, INC having an address at 201 S. Jefferson Street, Roanoke, VA 24011 as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee(s) 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 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 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: Hector Meja  
Hector Meja

**SUBORDINATING LENDER**

Wachovia Mortgage, FSB

(Corporate Seal)

ATTEST: \_\_\_\_\_

By: Meryl Ponyman  
Meryl Ponyman

(Corporate Seal)

State of Texas  
County of Dallas

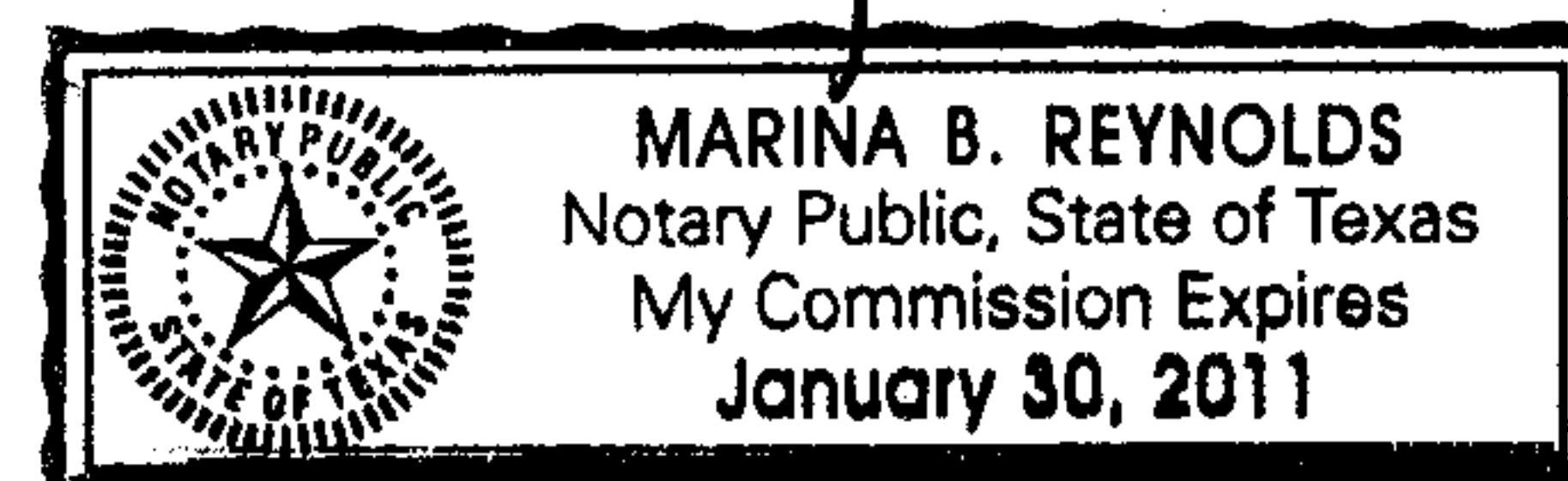
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5th day of Nov, 2008, by Meryl Ponyman, as AVP of Wachovia Mortgage, FSB, on behalf of said Subordinating Lender pursuant to authority granted by its board of directors or other governing body. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Signature of Person Administering Oath: Marina Beth Reynolds

Printed Name of Person Administering Oath: Marina Beth Reynolds

Title: Notary Public

(If Applicable) My Commission Expires: 1/30/2011



## 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:

[Signature]

(Corporate Seal)

ATTEST:

\_\_\_\_\_

(Corporate Seal)

TRUSTEE

Print Name: N/A - MORTGAGE

By:

[Signature]  
Meryl Ponyman

Title: Credit Consultant, AVP

State Texas of Texas  
County of Dallas

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5th day of Nov., 2008, by Meryl Ponyman, as Credit Consultant, AVP of N/A - MORTGAGE, 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:

[Signature: Marina Beth Reynolds]

Printed Name of Person Administering Oath:

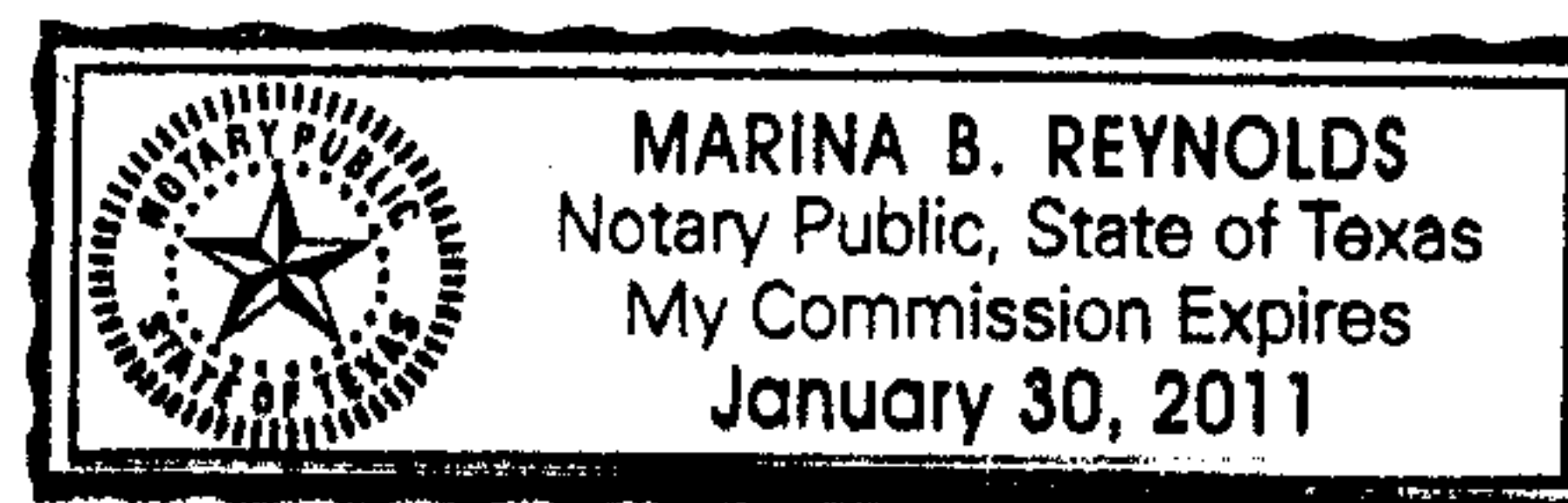
Marina Beth Reynolds

Title:

Notary Public

(If Applicable) My Commission Expires:

1/30/2011





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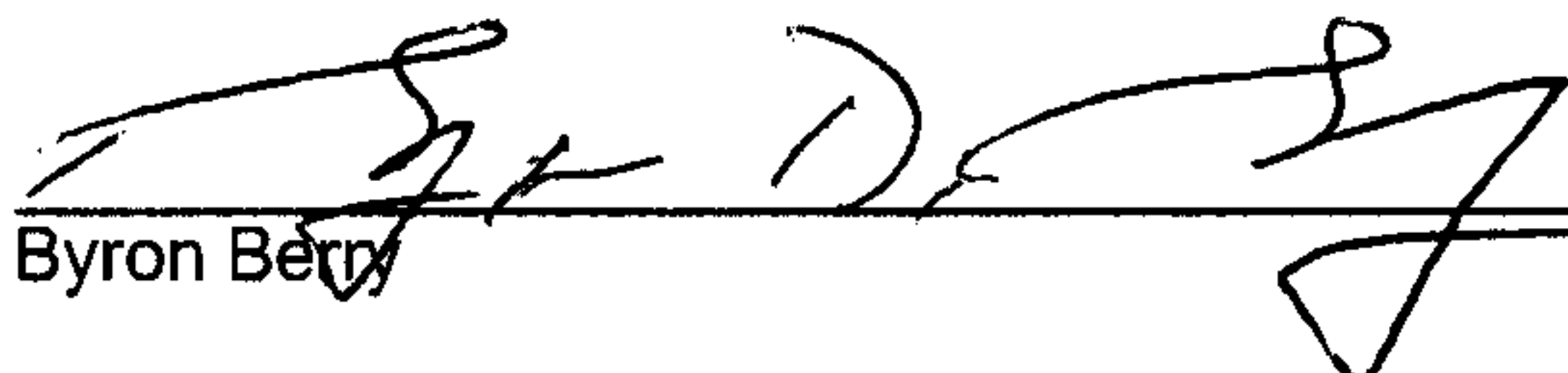
**BORROWER SIGNATURE AND ACKNOWLEDGMENT**  
(Required ONLY If Section B. Above Has Been Completed)

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

**WITNESSE(s)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BORROWER(s)**

  
Byron Berry

State of Alabama  
County of Jefferson

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 21<sup>st</sup> day of November, 2008, by Byron Berry, the Borrower(s) named above. S/he/they is (are) personally known to me or has (have) produced satisfactory proof of his/her/their identity.

Signature of Person Administering Oath: 

Printed Name of Person Administering Oath: Lynn Hightower Moore

Title: NA

(If Applicable) My Commission Expires: 1-21-10

