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NAL-1071884 - (2)

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 Subordination Agreement, made this July 17, 2009 by Wells Fargo Bank, N. A., who is the present owner and holder of the Mortgage first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Wells Fargo Bank, N. A., (hereinafter referred to as "New Lender"), on the other hand.

WITNESSETH

THAT WHEREAS, Daniel J Cassens, Married, Individually (hereinafter referred to as "Owner") did execute a Mortgage, dated October 20, 2006 to Wells Fargo Bank, N. A., as Mortgagee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN:

To secure a note in the sum of \$53,380.00, dated October 20, 2006, in favor of Wells Fargo Bank, N. A., which Mortgage was recorded October 23, 2006, as INSTRUMENT NO. 20061023000522000, Official Records of Shelby County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$202,544.00, dated 7/29/09, in favor of Wells Fargo Bank, N. A., its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Mortgage first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Mortgage first above mentioned and provided that Lender will specifically and unconditionally subordinate the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Mortgage first above mentioned.
- (2) That New Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Mortgage first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New Lender's loan.
- (b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) They intentionally waive, relinquish and subordinate the lien or charge of the Mortgage first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Mortgage first above mentioned that said Mortgage has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to.

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.



20090805000300380 3/4 \$20.00
Shelby Cnty Judge of Probate, AL
08/05/2009 12:06:48 PM FILED/CERT

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 LAND.

Wells Fargo Bank, N. A.

BY: 
Barbara Edwards, Work Director

STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On July 17, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Work Director, 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.

NOTARY STAMP OR SEAL



Notary Public in and for said County and State

This instrument was prepared by:
Barbara Edwards
18700 NW Walker Rd #92
Beaverton, OR 97006

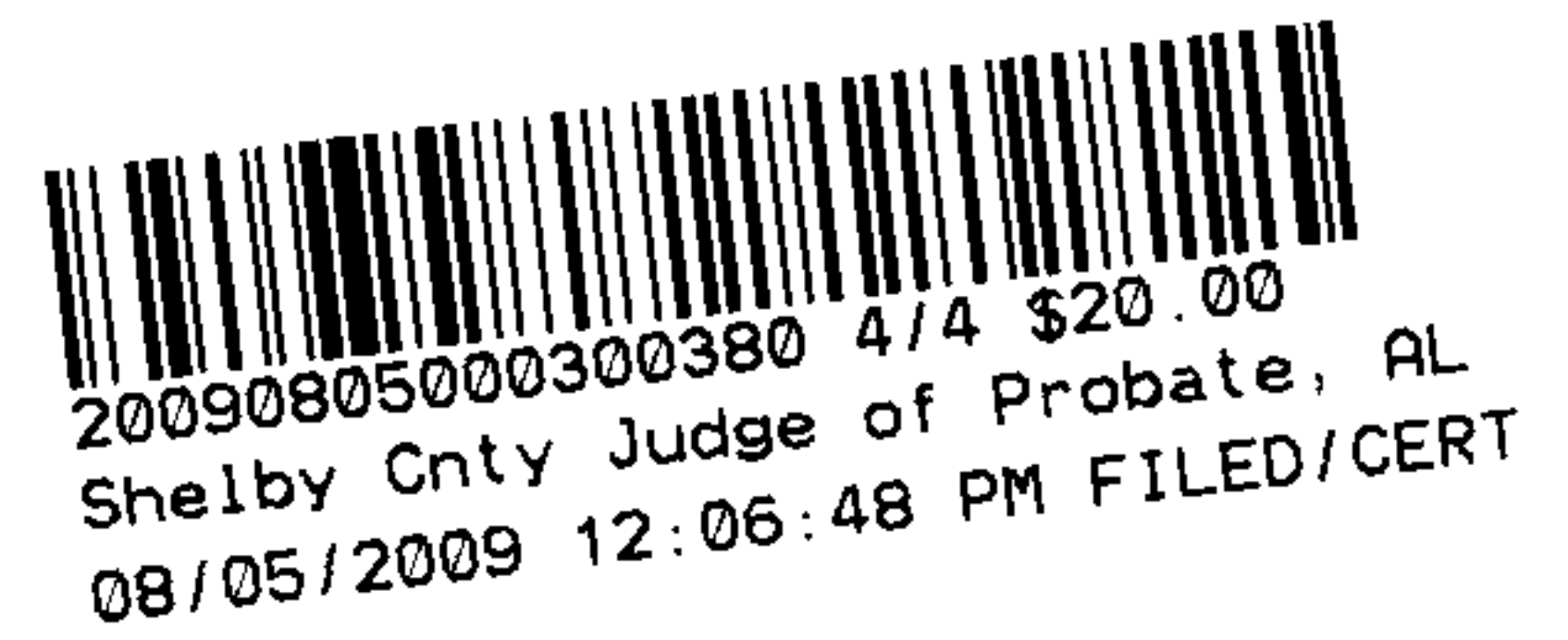


Return to: Wells Fargo Bank, N.A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557

NETCO File Number: NAL-1071886

Borrower Last Name: Cassens

**Exhibit A
Legal Description**



Lot 717, according to the Map and Survey of Windstone VII Subdivision, as recorded in Map Book 35, Page 116, in the Probate Office of Shelby County, Alabama.

Less and Except:

- 1. 25-foot building setback line on front lot line and 7.5 foot easement along the Easterly lot line, as shown on recorded map of said subdivision.**
- 2. Covenants, conditions, and restrictions (provisions, if any, based on race, color, religion, sex, handicap, familial, status, or national origin are omitted) as set forth in Instrument #20060202000054960 and supplemented in Instrument #20060202000054950, and those contained in deed recorded in Instrument #20051205000627620.**
- 3. Permits to Alabama Power Company recorded in Deed Book 221, Page 634.**
- 4. Reservation of mineral and mining rights in the instrument recorded in Deed Book 150, Page 484 and Deed Book 307, Page 487, together with the appurtenant rights to use the surface. The Company makes no representations as to the present ownership of this interest.**
- 6. Restrictive Covenants and Grant of Land Easement for underground utilities to Alabama Power Company recorded in Instrument #20050801000385560.**
- 7. Easement as recorded in Real Book 285, Page 938.**
- 8. Annexation to City of Chelsea recorded in Instrument #20040108000014370.**
- 9. Ordinance to City of Pelham recorded in Instrument #20050209000065970.**
- 10. Covenants and restrictions as recorded in Instrument 20060310000112790.**

Commonly known as: 3307 River Birch Trail, Chelsea, AL 35043

parcel # 15-3-06-4-004-002,000

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