



20090903000342010 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/03/2009 04:00:41 PM FILED/CERT

Subordination Agreement

Recording Requested by: LSI

When recorded return to:

Custom Recording Solutions

2550 N. Red Hill Ave.

Santa Ana, CA 92705

(800) 756-3524 ext. 5011

CRS# 6702451

Prepared By:

Ted Wood

Servis First

3300 Cahaba Rd

Suite 105

Birmingham AL 35223



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Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave. (670245)
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

AL-670245
SUBORDINATION AGREEMENT
Loan # 0201091578

This Subordination Agreement is dated for reference 06/29/2009 and is between
 SERVIS FIRST whose principal address is 3300 CAHABA RD SUITE 105 BIRMINGHAM
 35223(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")

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: 08/14/2007

Borrower(s) Name(s) ("Borrowers"): *Husband and wife* GARY TURNER AND TONY TURNER
 Property Address: 211 LIME CREEK LANE, CHELSEA AL 35043
 Legal Description of real property secured by Security Instrument ("Property"):

APN: 154-17-2-003-037-000
 See Exhibit A (Attached)

Recording Date: 09/17/2008 County: SHELBY Amount: \$25,000.00
 Recording Number: *2008 0917000 308820* 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 not to exceed \$ 211,344.00

Rec: 8/6/09 Inst. # : 20090806000303110
 (the "New Senior Security Instrument").

RECORDER'S MEMORANDUM
 At the time of recordation, this
 instrument was found to be
 inadequate for the best photo-
 graphic reproduction.

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

In consideration of the benefits to Junior Lienholder 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 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 obligation 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 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 lien holders 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 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. 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.



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JUNIOR LENDER: SERVISFIRST BANK

BY: Ted Wood

NAME: Ted Wood

TITLE: SVP

STATE OF Alabama

COUNTY OF Jefferson

On 07/15/09 before

Me, Lu Ann C. Moon

Personally
Appear Ed Wood

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 acknowledged to me that he/she they executed the same in his/her/their authorized capacity (i.e.), 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.

Lu Ann C. Moon

Signature of Notary Public

Lu Ann C. MOON

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Mar 19, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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(This area for Notarial seal)



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Order ID: 6702451

Loan No.: 0109666966

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 35, according to the Final Plat Lime Creek at Chelsea Preserve, Sector 2, as recorded in Map Book 34, Page 51, in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 15-4-17-2-003-037-000