



20091006000379420 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
10/06/2009 03:08:03 PM FILED/CERT

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

Custom Recording Solutions
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Santa Ana, CA 92705
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AL - 6797977

SUBORDINATION AGREEMENT

Loan # 0171405178

This Subordination Agreement is dated for reference 09/03/2009 and is between Mortgage Electronic Registration Systems, Inc. whose principal address is 2380 Performance Drive, Bldg D, RGV- D7-225, Richardson, TX, 75082 (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: 07/18/2007

Borrower(s) Name(s) ("Borrowers"): Scott Hedge and Debbie Hedge

Property Address: 2046 Belvedere Cove, Birmingham, AL, 35242

Legal Description of real property secured by Security Instrument ("Property"):

SEE EXHIBIT A (ATTACHED)

Recording Data 07/31/2007 County: Shelby Amount: \$ 52,368.00

Recording Number: 20070731000356370 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 \$ 245,360.20 (the "New Senior Security Instrument").

New Senior Lender will not be financing without this agreement by Junior Lender to Subordinate its lien/security interest lien/security 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: Mortgage Electronic Registration Systems, Inc.

BY: Leonetta Brown

NAME: Leonetta Brown

TITLE: Assistant Secretary

STATE OF Texas

COUNTY OF Dallas

On September 4, 2009 before

Me, Rebecca Zechiel

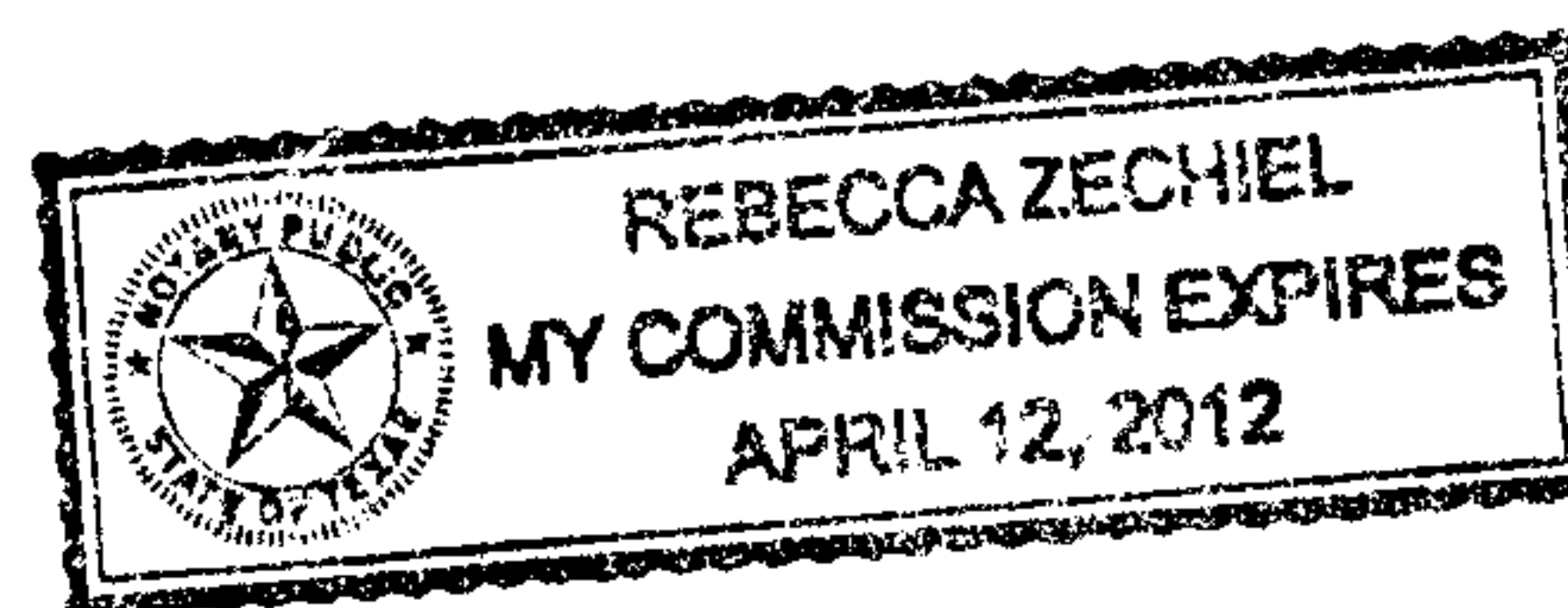
Personally
Appeared

Leonetta Brown

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.

Rebecca Zechiel
Signature of Notary Public
Rebecca Zechiel



(This area for Notarial seal)

Prepared By:
Leonetta Brown
2380 Performance Dr.,
Richardson, TX. 75082



20091006000379420 4/5 \$23.00
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20091006000379420 5/5 \$23.00
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Order ID: 6797977

Loan No.: 0112167952

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 41, according to the Final Map of Belvedere Cove Phase III, as recorded in Map Book 36, Page 113, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 038340016065000