



20091109000417880 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/09/2009 02:29:06 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 #: 7293304

APN: 101110003078000

Loan No. 0114243728

Prepared by: Kira Gurevich

Wachovia Bank, N.A.

Lending Solutions - Va - 0343

7711 Plantation Rd

Roanoke, Va 24019

Tax Parcel Number: 10-1-11-0-003-078-000

~~Recording Requested By/Return For~~

~~Wachovia Bank, N.A.~~

~~Attention: CPS3-VA0343~~

~~P.O. Box 50010~~

~~Roanoke, Virginia 24022~~

This Instrument Prepared by:

Wachovia Bank, N.A.

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019



20091109000417880 2/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/09/2009 02:29:06 PM FILED/CERT

{Space Above This Line for Recording Data}

Visit Number: 0715091223

**SUBORDINATION AGREEMENT
LINE OF CREDIT**

AL - 7293304

Effective Date: October 13, 2009

Owner(s): LEWIS S MOORE

PAMELLA J MOORE

Current Lien Amount \$ 50,000.00

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wachovia Bank, N.A.

Property Address: 2929 MCALPINE CIRCLE, BIRMINGHAM, AL 35242

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

LEWIS S MOORE AND PAMELLA J MOORE
(individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a LINE OF CREDIT given by the Borrower, covering that real property, more particularly described as follows:

See Schedule A

which document is dated the 18 day of June, 2007, which was filed in Instrument# 20070710000323740 at page 14 (or as No.) of the Records of the Office of the Probate Judge of the County of Shelby, State of Alabama (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to LEWIS S MOORE AND PAMELLA J MOORE (individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit").

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ 150,396.13 * (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

** Please record Concurrent with Mortgage*

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

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

A. Agreement to Subordinate

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien 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.

B. 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(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.



20091109000417880 4/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/09/2009 02:29:06 PM FILED/CERT

C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wachovia Bank, N.A.

By Kira Gurevich
(Signature)

10-13-09
Date

Kira Gurevich
(Printed Name) **Asst. Vice President**

(Title)



FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF VA)
COUNTY OF Roanoke) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 13 day of October 2009, by Kira Gurevich, as AVP (title) of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

Marcella M. Lowry (Notary Public)

My Commission Expires: 07-31-2013

Marcella M. Lowry



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Marcella M. Lowry ID # 7284791



20091109000417880 5/5 \$23.00
Shelby Cnty Judge of Probate, AL
11/09/2009 02:29:06 PM FILED/CERT

Order ID: 7293304

Loan No.: 0114243728

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 36, in Block 2, according to the Map and Survey of First Addition to Selkirk, a Subdivision of Inverness, Phase IV, as recorded in Map Book 7, Page 149, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 101110003078000