
20091123000434560 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
11/23/2009 01:40:36 PM FILED/CERT

Tax Parcel Number: 03-8-27-0-007-043-000

Recording Requested By/Return To:

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

9091072

{Space Above This Line for Recording Data}

Visit Number: 0509501420

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF OPEN-END MORTGAGE

Effective Date: November 11, 2009

Owner(s): Craig Steven Haskins
Shannon Christine Haskins

Current Line of Credit Recorded Commitment \$ 112,025.00 being reduced to \$ 90,500.00

Senior Lender: Wells Fargo Home Mortgage

Subordinating Lender: Wachovia Bank, N.A.

Property Address: 7058 Bradstock Court, 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.

Craig Steven Haskins and Shannon Christine Haskins
(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 OPEN-END MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 21 day of April, 2005, which was filed in Instr. # 20050505 000214970 at page N/A (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 Craig Haskins and Shannon C. Haskins (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 \$ 289,000.00 (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.

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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$ 112,025.00 to \$ 90,500.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 112,025.00 to \$ 90,500.00.

C. 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.

D. Signatures and Acknowledgements

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

SUBORDINATING LENDER:

Wachovia Bank, N.A.

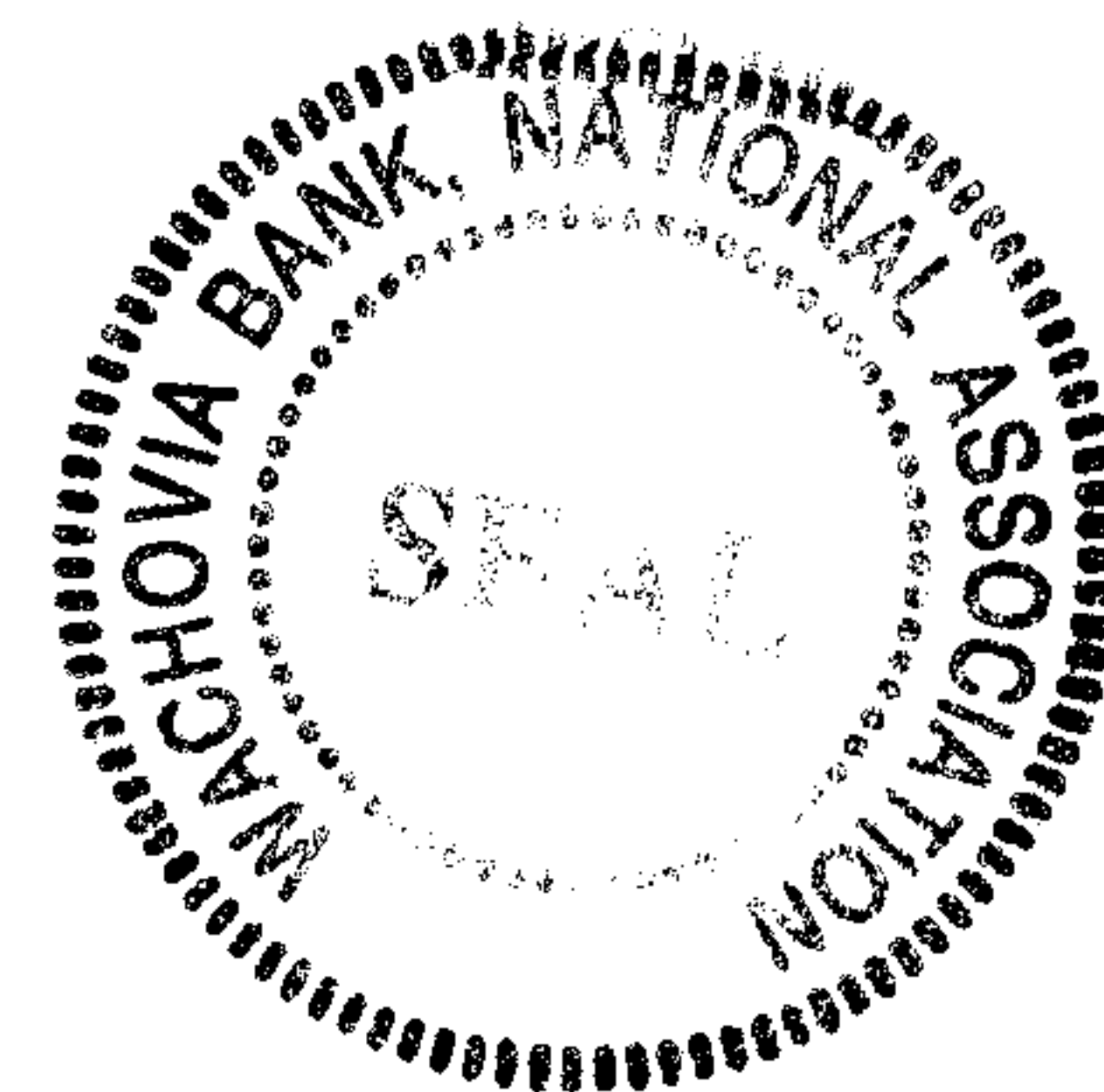
By Diane Thurman
(Signature)

11-12-09

Date

DIANE THURMAN
(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 12 day of Nov, 2009, by Diane Thurman, as
DVT (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.

[Signature] (Notary Public)

My Commission Expires: 7-31-2012



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My Commission Expires 7/31/2013
Notary Public ID # 301526

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BORROWER:

(Signature)

(Printed Name) Craig Steven Haskins

(Signature)

(Printed Name) Shannon Christine Haskins

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

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(Printed Name)

11/13/09
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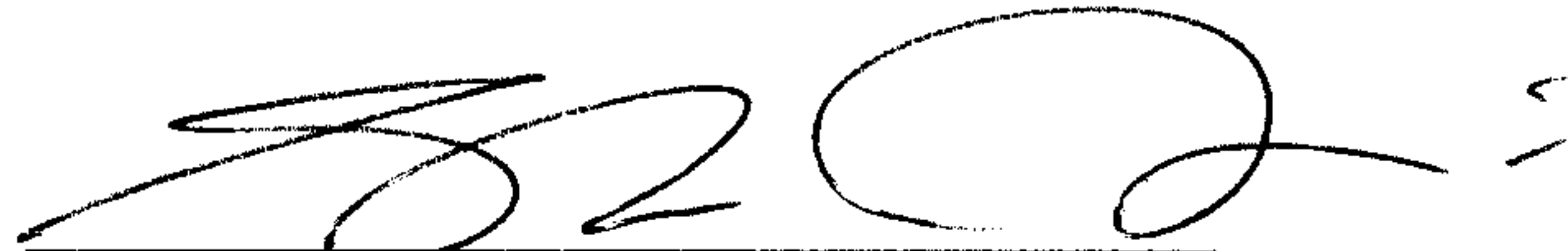


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**For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL**

The State of Alabama }
Shelby County }

I, Shannon E. Price, PC, hereby certify that Craig Steven Haskins and Shannon
Christine Haskins whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the
same voluntarily on the day the same bears date. Given under my hand this 13th day of November
2009.


(Style of Officer)



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LEGAL DESCRIPTION

ALL THAT CERTAIN PROPERTY SITUATED IN CITY OF BIRMINGHAM IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 07/20/1998 AND RECORDED 07/28/1998 IN INSTRUMENT NUMBER 1998-28672 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCEDFOLLOWS: LOT 43, ACCORDING TO THE SURVEY OF GREYSTONE, 7TH SECTOR, PHASE II, AS RECORDED IN MAP BOOK 19, PAGE 21, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. PARCEL ID NUMBER: 03-8-27-0-007-043-000