

Tax Parcel Number: 10-4-17-0-002-042-000

Recording Requested By/Return To:

Wachovia Bank, N.A.
Attention: CPS3-VA0343
P.O. Box 50010
Roanoke, Virginia 24022

**Chicago Title
Servicelink Division
4000 Industrial Blvd
Birmingham, AL 35202**

This Instrument Prepared by:

Wachovia Bank, N.A.
Lending Solutions- VA - 0343
7711 Plantation Road
Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Visit Number: 0712096366

**SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF OPEN-END MORTGAGE**

Effective Date: October 28, 2009

Owner(s): Charles G Swisdak and Joyce M Swisdak

Current Line of Credit Recorded Commitment \$ 100,000.00 being reduced to \$ 36,000.00 .

Senior Lender: Wells Fargo Bank N.A.

Subordinating Lender: Wachovia Bank N.A.

Property Address: 3067 Thrasher Ln Birmingham AL 35244

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.

Charles G Swisdak and Joyce M Swisdak
(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 Schedule A

which document is dated the 18th day of May , 2007 , which was filed in Doc ID#2007061 1000272040 at page N/A (or as No. N/A) 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 Charles G Swisdak and Joyce M Swisdak (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 \$ 185,000.00 (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 \$ 100,000.00 to \$ 36,000.00 .

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 \$ 100,000.00 to \$ 36,000.00 .

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 Melinda Vest
(Signature)

10/28/09
Date

Melinda Vest
(Printed Name) **Asst. Vice President**

(Title)



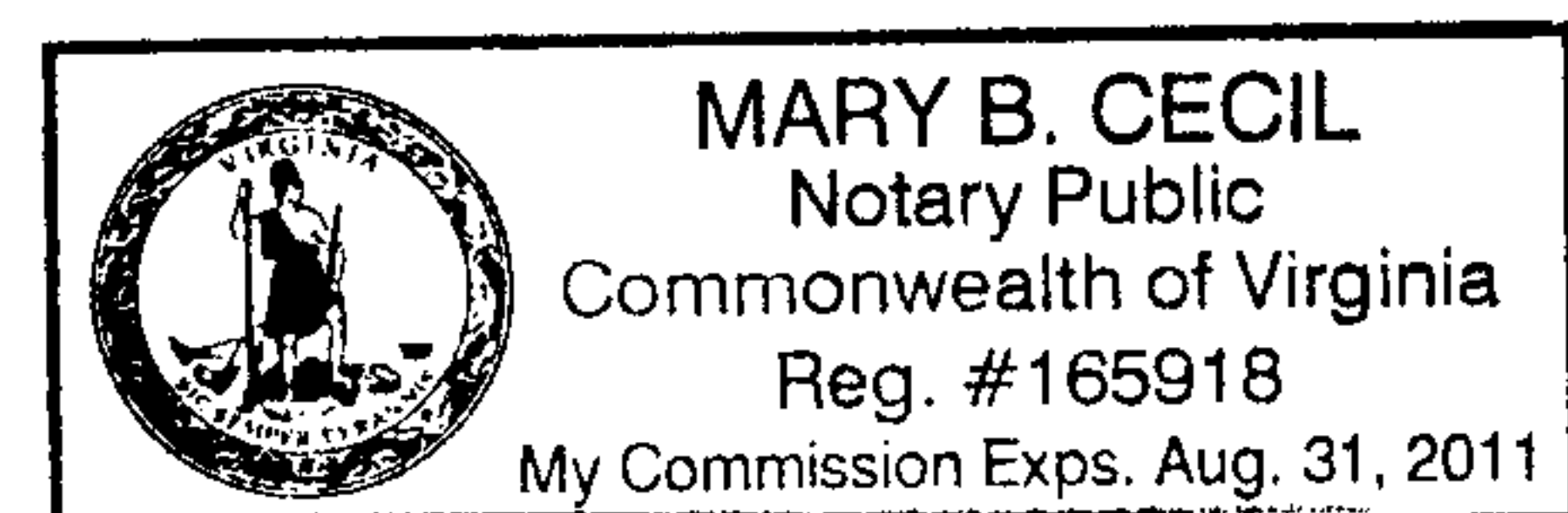
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
COUNTY OF Spotsylvania) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 28 day of Oct, 2009, by Melinda Vest, 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.

Mary B. Cecil (Notary Public)

My Commission Expires: 8/31/11



BORROWER:

Charles G. Swisdak
(Signature)

Charles G. Swisdak
(Printed Name) Charles G Swisdak

11/14/09
(Date)

Joyce M. Swisdak
(Signature)

Joyce M. Swisdak
(Printed Name) Joyce M Swisdak

11/14/09
(Date)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)



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

The State of Alabama }
Shelby County }

I, Randa Petrick, hereby certify that Charles G. Swisdak,
Joyce M. Swisdak 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 14 day of
November, 2009.

Notary Public
(Style of Officer)



For An Individual Trustee Borrower:

ACKNOWLEDGMENT FOR AN OFFICIAL OR OTHER PERSON IN REPRESENTATIVE CAPACITY

The State of Alabama }
Shelby County }

I, Nanda Patricia a Notary Public, in and for said County in
said State, hereby certify that Charles B. Suresdak and Joyce
M. Suresdak, whose name as
his / hers 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, in his capacity
as such _____, executed the same voluntarily on the day the same bears date.

Given under my hand this the 14 day of November, 2009.

Notary Public
(Style of Officer)

Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN CITY OF HOOVER, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 42, AUDUBON FOREST, FIRST ADDITION, FILED IN PLAT MAP BOOK # 11, PAGE 122.

BY FEE SIMPLE DEED FROM J. ELLIOTT CORPORATION AS SET FORTH IN BOOK 383 PAGE 427 DATED 01/07/1992 AND RECORDED 01/16/1992, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 10-4-17-0-002-042.000

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20091125000437040 7/7 \$29.00
Shelby Cnty Judge of Probate, AL
11/25/2009 09:24:40 AM FILED/CERT