



20091204000447910 1/6 \$26.00
Shelby Cnty Judge of Probate, AL
12/04/2009 03:19:53 PM FILED/CERT

Prepared By:
Pinnacle Bank
Ann Bennett
1811 Second Ave.
Jasper, AL 35501

Recording Requested by: LSI
When Recorded Mail to:
Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524

CRS# 7420590

Subordination Agreement

RECORDING REQUESTED BY :

WHEN RECORDED RETURN TO :

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

AL - 7420590

SUBORDINATION AGREEMENT

New Loan #: 0206521874

This Subordination Agreement is dated for reference 10/24/2009 and is between

PINNACLE BANK whose

principal address is 1811 SECOND AVE, JASPER, AL 35501

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2 ,
MAC: D1108-02F, CHARLOTTE, NC 28262

(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 : 4/3/2008

Borrower(s) Name(s) ("Borrowers") : LARRY CLARK and DIANE CLARK

Property Address: 257 KINGS CREST LANE, PELHAM, AL 35124

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

See Exhibit A (Attached)

Recording Date : 4/9/2008

County : SHELBY

Amount : \$120,000.00

Recording Number : 20080409000144190

Book : 18

Page : 114

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 of \$216,948.49 * Date: November 30, 2009

not to exceed

(the "New Senior Security Instrument").

* Please record concurrently with the Mortgage



New Senior Lender will not provide this financing without an 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 Lender 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 unconditionally and 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 obligations 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 not waiving any rights it may have 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 lienholders 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 the 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. Any waiver, modification or novation of 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.



JUNIOR LENDER: PINNACLE BANK

BY :

Ann Bennett

NAME :

Ann Bennett

TITLE :

AVP / Branch Manager



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STATE OF Alabama

COUNTY OF Jefferson

On 11-9-09

Before Me, Jeanette Burton

Personally Appeared ANN BENNETT Avp Bennett Mgr

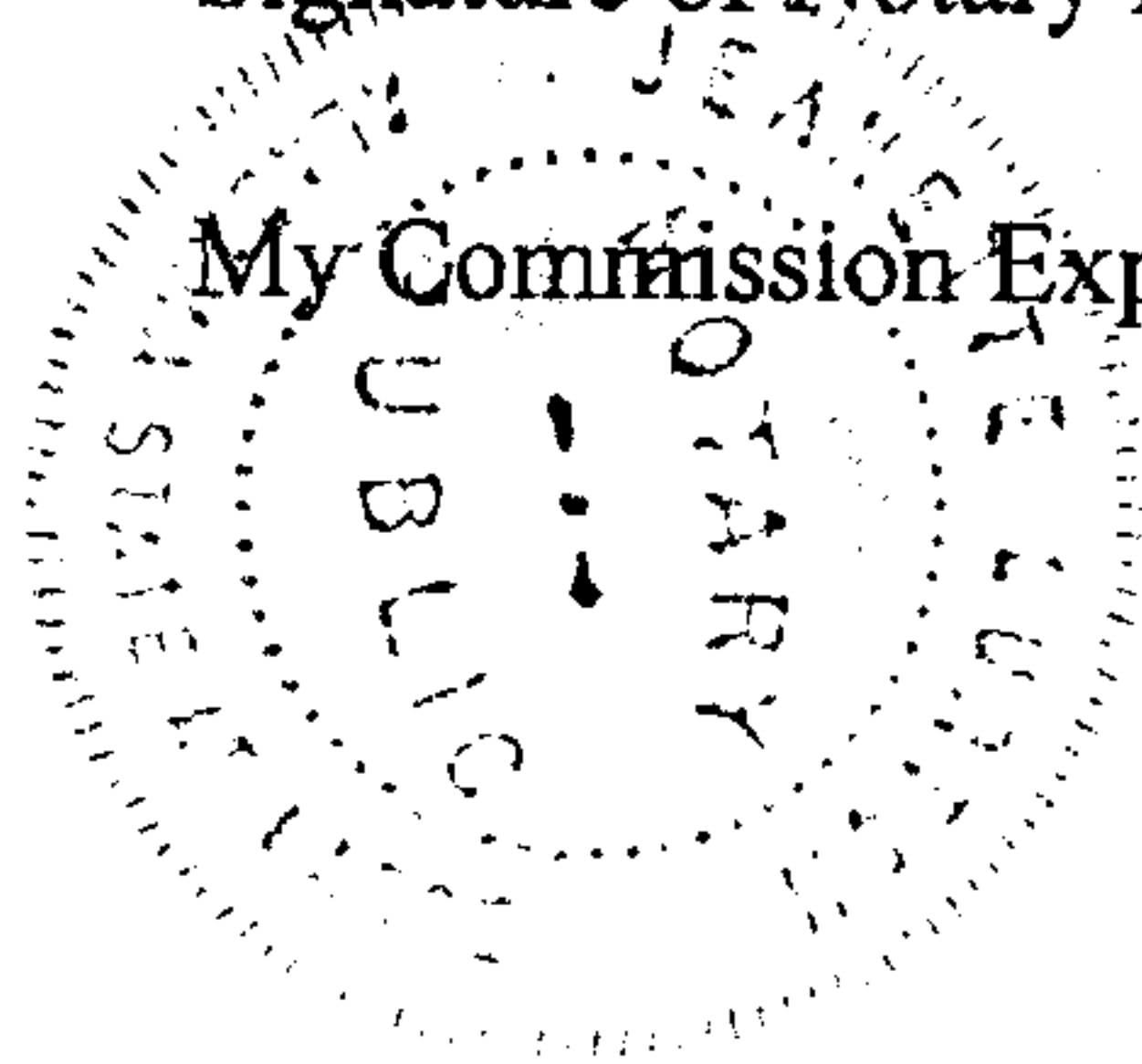
Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Jeanette Burton
Signature of Notary Public

My Commission Expires: 8-16-11

JEANETTE BURTON



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Order ID: 7420590
Loan No.: 0115549024

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 73, according to the Survey of Weatherly King's Crest, Section 3, Phase 3, as recorded in Map Book 18, Page 38 A and B, in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 149290000001079



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