Tax Parcel Number: 03-7-26-0-000-077.000

20091229000473150 1/5 $23.00
Shelby Cnty Judge of Probate, AL
12/29/2009 11:23:51 AM FILED/CERT

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

910064

{Space Above This Line for Recording Data}

Visit Number: 0717000468

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF LINE OF CREDIT

Effective Date: NOVEMBER 30, 2009
Owner(s): DARRELL WADE JOINER
CARLA JOINER

Current Line of Credit Recorded Commitment $ 500,000.00 being reduced to $ 252,000.00

Senior Lender: WELLS FARGO HOME MORTGAGE

Subordinating Lender: WACHOVIA BANK, NA

Property Address: 4 WILD DUNES, 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.

DARRELL WADE JOINER AND CARLA JOINER
(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:

N/A

which document is dated the 20 day of JULY , 2007 , which was filed in Inst# 200708130 00378360 at page NA (or as No. NA) 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
DARRELL WADE JOINER
(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 $ 255,000.00 (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 $ 500,000.00 to $ 252,000.00 .

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 $ 500,000.00 to $ 252,000.00 .

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, NA

By Tramica Tolliver (Signature) 12-01-09 Date

Tramica Tolliver
(Printed Name)

Asst. Vice President
(Title)

WACHOVIA BANK, NATIONAL ASSOCIATION SEAL

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
) ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of Dec, 2009, by Tramica Tolliver, 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.

Rachel Mary Lucas (Notary Public)

My Commission Expires: 07-31-2013

Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Rachel Mary Lucas ID # 7288173

20091229000473150 4/5 $23.00
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BORROWER:

Darrell Wade Joiner — 12/18/09

(Signature) (Date)

(Printed Name) DARRELL WADE JOINER

Carla Joiner — 12/18/09

(Signature) (Date)

(Printed Name) CARLA JOINER

(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

20091229000473150 5/5 $23.00
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The State of ALAbAmA }
Shelby County }

I, JAmes P. HARRis, hereby certify that DARRELL WAde JOINER & CARLA JOINER 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 18th day of Dec., 2009.

(Style of Officer) NOTARY Public

JAMES P. HARRIS NOTARY PUBLIC COUNTY OR STATE AT LARGE