

Tax Parcel Number: n/a

**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

RELI, Inc.  
The Title & Closing Professionals  
2850 Cahaba Road, Suite 140  
Mountain Brook, AL 35223

949

  
20100104000001550 1/3 \$17.00  
Shelby Cnty Judge of Probate, AL  
01/04/2010 03:30:58 PM FILED/CERT

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Visit Number: 0705900322

**SUBORDINATION AGREEMENT**  
Closed-End Mortgage

Effective Date: December 10, 2009

Owner(s): George P Belmont & Spouse  
Kelley M Belmont

Current Lien Amount \$ 57,744.00 .

Senior Lender: Wells Fargo Bank N.A.

Subordinating Lender: Wachovia Bank N.A.

Property Address: 959 Haddington Dale Pelham AL 35124

**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.

George P Belmont and Kelley M Belmont  
(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 Closed-End Mortgage given by the Borrower, covering that real property, more particularly described as follows:

N/A

which document is dated the 6 day of March , 2007 , which was filed in Instr#200703120 00109580 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 George P Belmont and Kelley M Belmont

(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 \$ 226,900.00 (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. 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.



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**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

Melinda Vest  
 (Signature)

12-14-09

Date

(Printed Name)

Melinda Vest  
Asst. Vice President

(Title)



**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 14 day of Dec, 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.

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