

20100107000006830 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
01/07/2010 01:12:01 PM FILED/CERT

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WHEN RECORDED MAIL TO:

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AL-7424980

SUBORDINATION AGREEMENT

Loan # 0633690664

This Subordination Agreement is dated for reference 11/09/2009 and is between BRYANT BANK whose principal address is 2700 CAHABA VILLAGE PLAZA, BIRMINGHAM, AL 35243 "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: 10/10/2008

Borrower(s) Name(s) ("Borrowers"): JAMES TUCKER and VIDA TUCKER

Property Address: 821 BALLANTRAE PARKWAY, PELHAM, AL 35124

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

Recording Data 10/22/2008 County: SHELBY Amount: \$15,000.00

Recording Number: 20081022000413450 Book: Page:

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 not to exceed \$ 338,884.19 *

* Please record Concurrently with Mortgage- 20100107000006820

(the "New Senior Security Instrument").

New Senior Lender will not be financing without this agreement by Junior Lender to Subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lienholder from the new financing on the Property provided



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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 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 obligation 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 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 lien holders 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 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. 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.



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JUNIOR LENDER: BRYANT BANK

BY: Billy R. Jones

NAME: Billy R. Jones

TITLE: Market Leader

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STATE OF Alabama

COUNTY OF Shelby

On Nov. 13th 2009 before

Me, Melinda S. Walker

Personally
Appeared Billy R. Jones

Personally known to me (or 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 (i.e.), 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.

Melinda S. Walker

Signature of Notary Public


Melinda S. Walker

EXP: April 9, 2013

MELINDA S. WALKER
Notary Public, State of Alabama
My Commission Expires
April 9, 2013

MELINDA S. WALKER
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
April 9, 2013

(This area for Notarial seal)


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Order ID: 7424980
Loan No.: 0116079922

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 205, according to the Final Plat of Lochinvar at Ballantrae, as recorded in Map Book 32, Page 10
A, B and C, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 149294002005000