20100201000030950 1/5 \$25.00 Shelby Cnty Judge of Probate, AL 02/01/2010 01:47:54 PM FILED/CERT

Tax Parcel Number:

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

Space Above This Line for Recording Data

Visit Number: 0000679819

SUBORDINATION AGREEMENT MORTGAGE

Effective Date: JANUARY 08, 2010 Owner(s): RALPH CARRIGAN

AKA RALPH B CARRIGAN
WANDA CARRIGAN

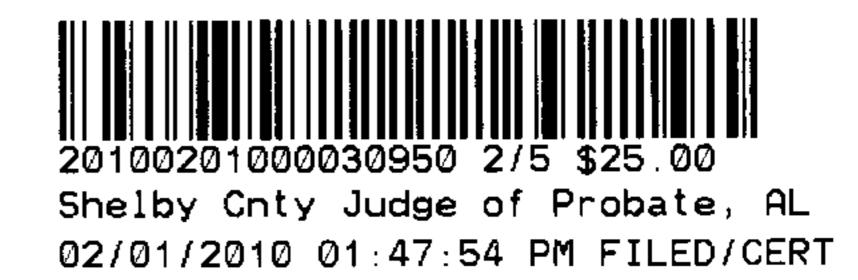
AKA WANDA A CARRIGAN

Current Lien Amount \$ 251,000.00

Senior Lender: WELLS FARGO BANK, N.A.

Subordinating Lender: Wachovia Bank N.A. FKA South Trust Bank

Property Address: 2151 BROOK HIGHLAND RIDGE, 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.

Ralph Carrigan A/K/A Ralph B Carrigan and Wanda Carrigan A/K/A Wanda A Carrigan (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 MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

N/A

which document is dated the 23 day of APRIL , 2004, which was filed in Instrument# 0525000278170 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 Ralph B Carrigan and Wanda A Carrigan (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 \$232,000.00 (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

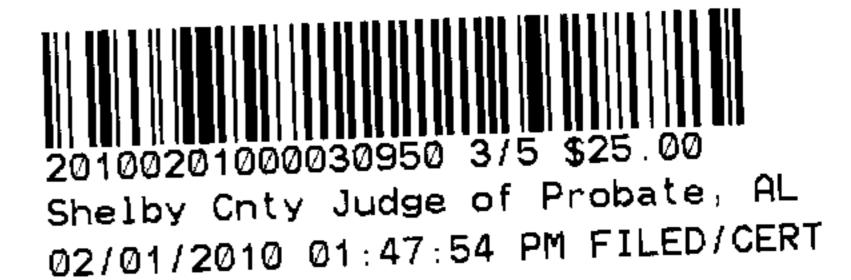
Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. 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.



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.

Ralph Carrigan AKA Ralph B Carrigan and Wanda Carrigan AKA Wanda A Carrigan (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 MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Schedule A

which document is dated the 23 day of APRIL , 2004, which was filed in Instrument# 0525000278170 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 Ralph Carrigan and Wanda Carrigan (individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit").

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A. Agreement to Subordinate

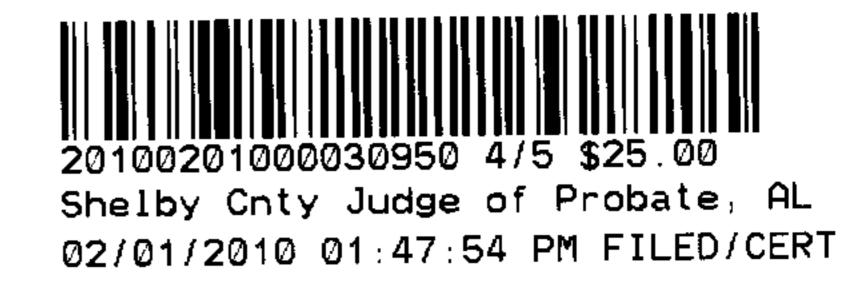
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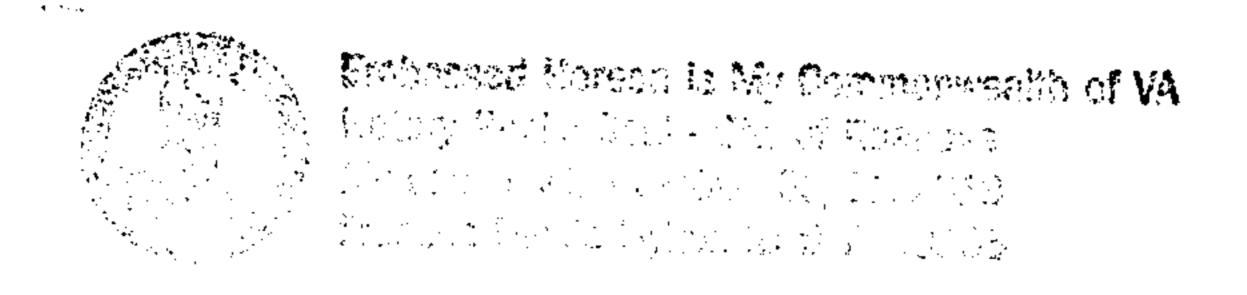
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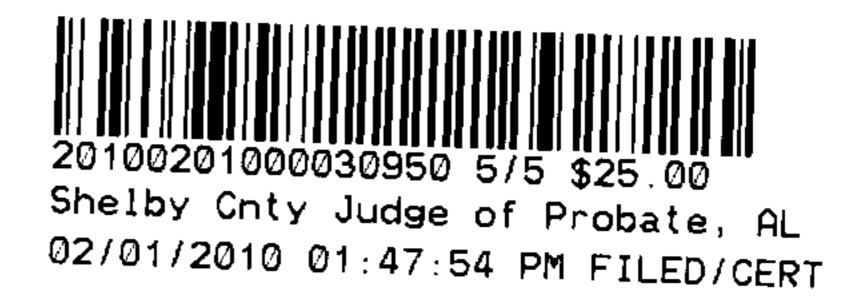


C. Signatures and Acknowledgements

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 Lowes Lewis De La Land Lewis La Land Lewis La	1 1 2 1 1 2 2 2
	11700
(Signature)	I Date
Lisa Sowers	
(Printed Name) Asst. Vice President	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF VA	
) ss. $\frac{1}{\Lambda}$	
COUNTY OF homobe	
The foregoing Subordination Agreement was acknowledged before me, a	
administer oaths this $\frac{14}{150}$ day of $\frac{200}{500}$ by $\frac{150}{1500}$	201265, as
AVP (title) of the Subordinating I	Lender named above, on behalf of said
Subordinating Lender pursuant to authority granted by its Board of Direc	
	tors. Sinc is personally known to me or has
produced satisfactory proof of his/her identity.	
Hy Commission Expires: 3/31/2013	
My Commission Expires: <u>31313075</u>	





For An Individual Trustee Borrower:

ACKNOWLEDGMENT FOR AN OFFICIAL OR OTHER PERSON IN REPRESENTATIVE CAPACITY

The State of	} }	
	County }	
I,	, a	, in and for said County in
said State, hereby certify that		
		, whose name as
	is signed to the forego	ing conveyance and who is known to me,
acknowledged before me on this day	that, being informed of the co	ntents 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	day of	, 20
		(Style of Officer)