

Tax Parcel Number: 10 1 01 0 001 001.068

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20100204000035570 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/04/2010 01:38:01 PM FILED/CERT

**This Instrument Prepared by:**  
Wachovia Bank, N.A.  
Lending Solutions- VA - 0343  
7711 Plantation Road  
Roanoke, Virginia 24019

7995040 (191)

{Space Above This Line for Recording Data}

Visit Number: 0535595653

**SUBORDINATION AGREEMENT**  
**OPEN-END MORTGAGE**

Effective Date: January 5, 2010

Owner(s): Alan J. Jackson  
Paula F. Jackson

Current Lien Amount \$ 153,000.00 .

Senior Lender: Wells Fargo Bank, NA

Subordinating Lender: Wachovia Bank, NA

Property Address: 3073 Brookhill Dr., 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.

Alan J Jackson and Paula F Jackson  
(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 OPEN-END MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

N/A

which document is dated the 24 day of January , 2006 , which was filed in Instrument#2006-0210000069930 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 \* 02/10/2006

Alan J Jackson and Paula F Jackson  
(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 \$ 238,879.00 • (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.

• Dated January 29, 2010

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.

  
20100204000035570 2/4 \$21.00  
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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, NA

By \_\_\_\_\_  
(Signature)

*Lisa Sowers*

1/5/10  
Date

Lisa Sowers  
(Printed Name) Asst. Vice President

\_\_\_\_\_  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia )  
COUNTY OF Roanoke ) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5 day of Jan, 2010, by Lisa Sowers, 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.

Ryan Chantelle Foster (Notary Public)

My Commission Expires: 8/31/13  
Ryan Chantelle Foster



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal - County of Roanoke  
My commission expires 08/31/2013  
Ryan Chantelle Foster ID # 7288169

20100204000035570 3/4 \$21.00  
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Order ID: 7995040  
Loan No.: 0118382985

## EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 20 according to the survey of Meadow Brook 16th Sector, 1st Phase, as recorded in Map Book 9, Page 143 A and B in the office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 101010001001068

  
20100204000035570 4/4 \$21.00  
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