

Tax Parcel Number: 148283001001009

Recording Requested By/Return To:

Wachovia Bank, N.A.
Attention: CPS3-VA0343
P.O. Box 50010
Roanoke, Virginia 24022



20100211000041910 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
02/11/2010 11:03:42 AM FILED/CERT

This Instrument Prepared by:

Wachovia Bank, N.A.
Lending Solutions- VA - 0343
7711 Plantation Road
Roanoke, Virginia 24019

2009673

{Space Above This Line for Recording Data}

Visit Number: 0810090527

**SUBORDINATION AGREEMENT
LINE OF CREDIT**

Effective Date: JANUARY 11,2010

Owner(s): HORACE D HIGGINBOTHAM III
LYNDA HIGGINBOTHAM

Current Lien Amount \$ 60,000.00

Senior Lender: WELLS FARGO BANK, N.A.

Subordinating Lender: WACHOVIA BANK, N.A.

Property Address: 106 GLENEAGLES LANE, 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.

HORACE D HIGGINBOTHAM III AND LYNDA HIGINBOTHAM (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 9 day of MAY, 2008, which was filed in Instrument# 2008 0604000226150 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

HORACE D HIGGINBOTHAM AND LYNDA E HIGGINBOTHAM (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 \$ 344,500.00 (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 [Signature]
(Signature)

1/21/10
Date

Christopher L. Wheeler
(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 21 day of Jan, 2010, by Christopher L. Wheeler, 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



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



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EXHIBIT A
LEGAL DESCRIPTION

**LOT 817, ACCORDING TO THE FINAL PLAT OF GLENEAGLES AT BALLANTRAE,
AS RECORDED IN MAP BOOK 33, PAGE 114, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.**