

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

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{Space Above This Line for Recording Data}

Visit Number: 0709396511

**SUBORDINATION AGREEMENT  
HOME EQUITY LINE OF CRED**

Effective Date: JANUARY 12, 2010


Owner(s): GARY PARISHER  
MARY M PARISHER

Current Lien Amount \$ 392,000.00 .

Senior Lender: WELLS FARGO HOME MORTGAGE

Subordinating Lender: WACHOVIA BANK, N.A.

Property Address: 244 HIGHLAND VIEW DRIVE, BIRMINGHAM, AL 35242

  
20100222000053340 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/22/2010 03:55:27 PM FILED/CERT

**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.

GARY PARISHER AND MARY M PARISHER  
(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 HOME EQUITY LINE OF CREDIT MO given by the Borrower, covering that real property, more particularly described as follows:

See Schedule A

which document is dated the 16 day of APRIL, 2007, which was filed in Instrument# 2007 0511000221620 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 GARY PARISHER AND MARY M PARISHER

(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 \$ 292,000.00 (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.

**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 *Lisa Sowers* 1/13/10  
(Signature) Date

Lisa Sowers  
(Printed Name) Asst. Vice President


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

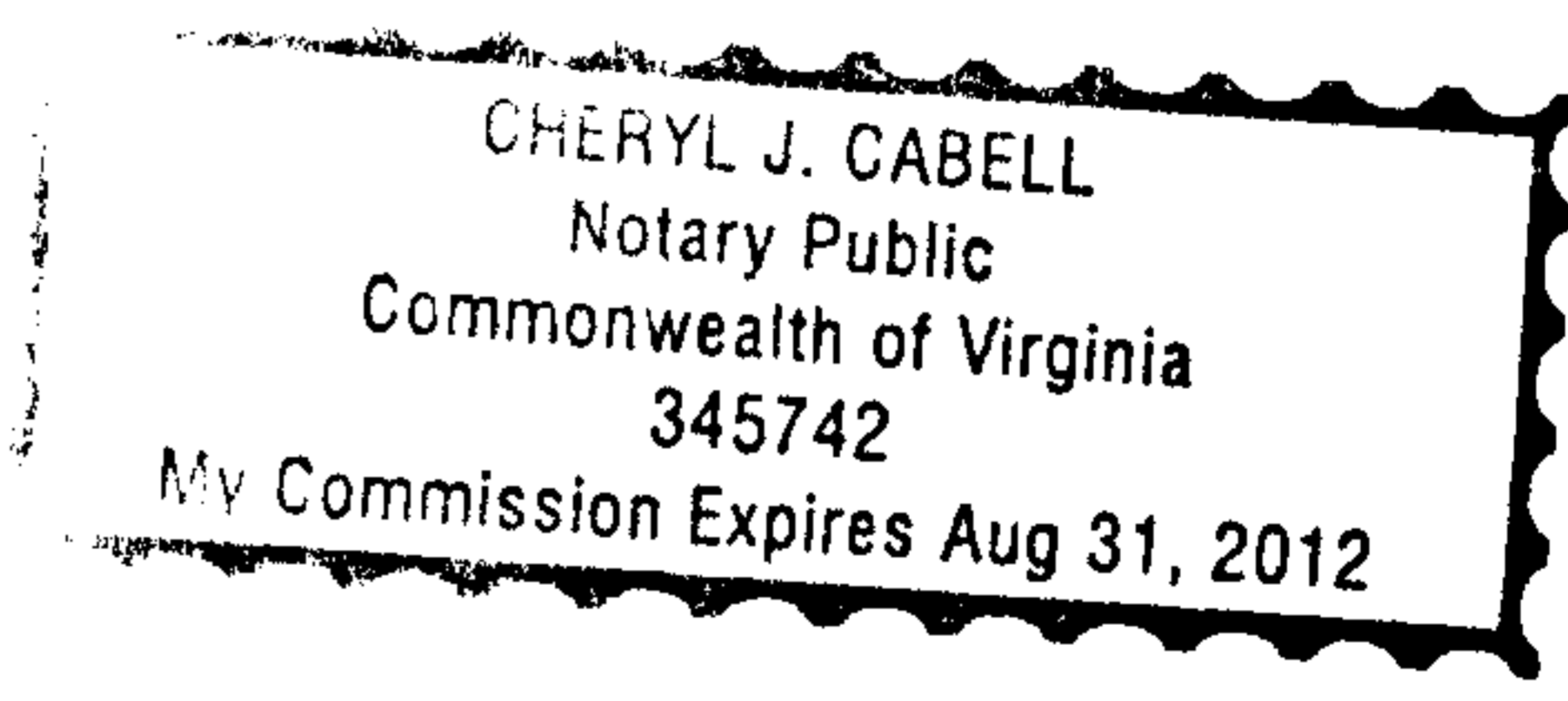
**FOR NOTARIZATION OF LENDER PERSONNEL**


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 13 day of Jan, 2009, by Lisa Sowers, as A.V.P (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.

*Cheryl J. Cabell* (Notary Public)  
My Commission Expires: Aug 31, 2010

  
20100222000053340 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/22/2010 03:55:27 PM FILED/CERT

  
CHERYL J. CABELL  
Notary Public  
Commonwealth of Virginia  
345742  
My Commission Expires Aug 31, 2012



20070511000221620 14/14 \$638.00  
Shelby Cnty Judge of Probate, AL  
05/11/2007 10:03:25AM FILED/CERT

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## SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,  
ALABAMA, TO WIT:

LOT 605, ACCORDING TO THE SURVEY OF AMENDED HIGHLAND LAKES 6  
SECTION, AS RECORDED IN MAP BOOK 23 PAGE 153, IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 244 HIGHLAND VIEW DRIVE

PARCEL: 09-2-04-0-002-002-030



20100222000053340 4/4 \$21.00  
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