

100 -17502



20100305000065520 1/3 \$17.00
Shelby Cnty Judge of Probate, AL
03/05/2010 03:16:17 PM FILED/CERT

AFTER RECORDING, RETURN TO:

HSBC

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2929 Walden Ave.

Depew, NY 14043

CROSS REFERENCES:

Security Instrument at

Deed Book _____, Page _____

Wells Fargo Bank NA Security Instrument at

Deed Book _____, Page _____

SUBORDINATION AGREEMENT

WHEREAS the undersigned **Household Finance Corporation of Alabama** (the "Original Lender") is the holder of a certain **Mortgage** (the "Security Instrument") executed by **Kelly J. Windham**, dated **May 25, 2007**, to secure a note to Original Lender in the amount of **\$23,108.68**, said instrument encumbering certain property located at **2077 King Charles Court, Shelby County, AL.** ("the Property"), and being more particularly described on "Exhibit A" attached hereto; and

WHEREAS the Original Lender Security Instrument was recorded by the [Clerk of Superior Court, **Shelby County, AL.**, on **May 25, 2007**, in Instrument Number: **20070613000276810**,; and

WHEREAS the Property is also encumbered by that certain Security Instrument held by **Wells Fargo Bank NA.** and its successors and assigns (the "**Wells Fargo Bank NA.** Security Instrument"), executed by **Kelly J. Windham**, dated _____ [date], to secure a note to **Wells Fargo Bank NA.** in the amount not to exceed **\$148,749.00**, said instrument also encumbering the Property; and

WHEREAS the **Wells Fargo Bank NA.** Security Instrument was recorded by the [Clerk of Superior Court, **Shelby County, AL.**], on 3/5/10 [date], in Deed Book *20100305000065510, Page _____; and

WHEREAS Original Lender and **Wells Fargo Bank NA.** desire to establish **Wells Fargo Bank NA.**'s position as first priority lienholder on the Property, with full security interest, and the undersigned agrees that the Original Lender Security Instrument is, shall be, and is hereby made, subject and subordinate to the **Wells Fargo Bank NA.** Security Instrument, but, shall not be subordinate to any future advances taken under the **Wells Fargo Bank NA.** Security Instrument, except those corporate advances expressly permitted in the **Wells Fargo Bank NA.** Security Instrument;

THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid to the undersigned, the undersigned hereby subordinates all right, title, and interest of the undersigned under the Original Lender Security Instrument to the right, title, and interest of **Wells Fargo Bank NA**. under the **Wells Fargo Bank NA** Security Instrument, but, shall not be subordinate to any future advances taken under the **Wells Fargo Bank NA** Security Instrument, except those corporate advances expressly permitted in the **Wells Fargo Bank NA** Security Instrument. This subordination agreement shall be binding upon the successors and assigns of the undersigned and shall operate to the benefit of the holder of the **Wells Fargo Bank NA** Security Deed and the successors and assigns thereof and of any purchaser at any foreclosure sale there under and shall apply with like force and effect to any renewal thereof.

WITNESS the hand and seal of the undersigned, this 30 day of November, 2009.

Household Finance Corporation of Alabama

Thomas D. Thomas

By: Thomas D Thomas

Its: VICE PRESIDENT Administrative Services Division

Signed, sealed and delivered
in the presence of

Barbara Laing

By: Barbara Laing

Its Assistant Secretary Administrative Services Division

State of Illinois
County of

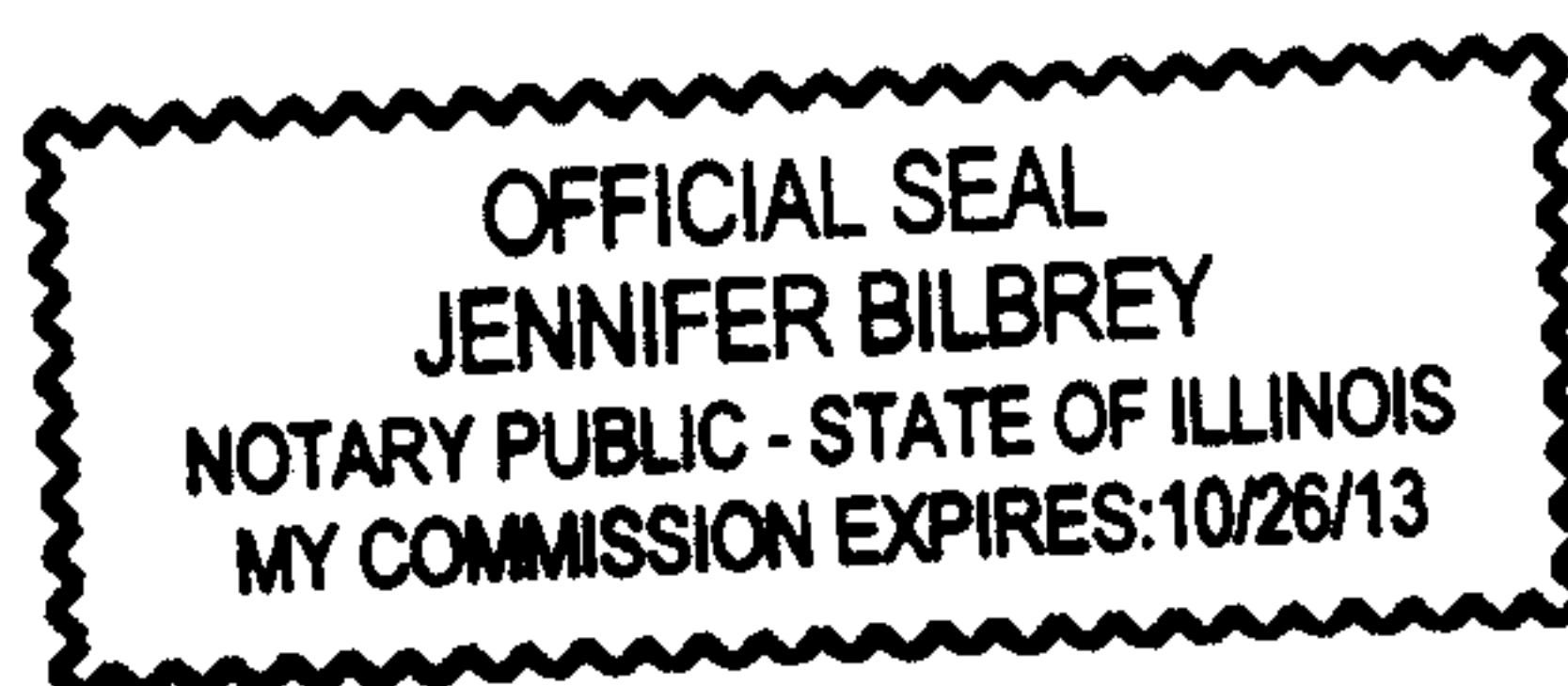
I, Jennifer Bilbrey, a Notary Public in and for the State of Illinois and County of Cook, do hereby certify that Thomas D. Thomas and Barbara Laing personally appeared before me this day and acknowledged that they are the Vice-President and Assistant Secretary of **Household Finance Corporation of Alabama**, a Corporation, and that they as Vice-President and Assistant Secretary, being authorized to do so, executed the foregoing on behalf of the Corporation.

Witness my hand and notarial seal, this the 30 day of November, 2009.

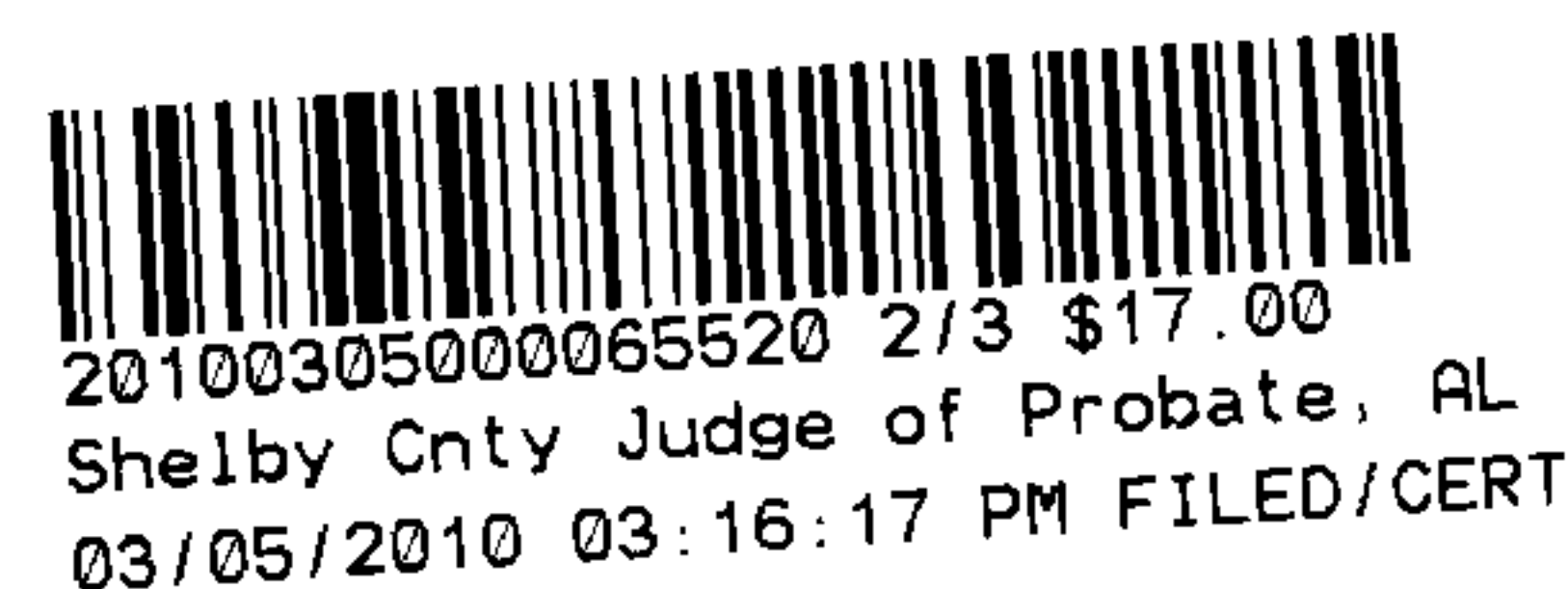
Jennifer Bilbrey

Notary Public Jennifer Bilbrey

My commission expires: 10/26/13



Seal:




RE: KELLY J. WINDHAM

Loan Number: 0114049166

File Number: R09-17502

EXHIBIT "A"

Lot 53, according to the Map and Survey of Spring Gate Estates, Phase One, as recorded in Map Book 19, Page 23, in the Probate Office of Shelby County, Alabama.


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