

Tax Parcel Number: 11-7-35-0-002-079.000

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: 0609695700

**SUBORDINATION AGREEMENT
OPEN-END MORTGAGE**

Effective Date: March 1, 2010

Owner(s): Kenneth L. Miller II
Jill Crew Miller

Current Lien Amount \$ 100,000.00 .

Senior Lender: Wells Fargo Bank, NA

Subordinating Lender: Wachovia Bank, NA

Property Address: 2536 Woodfern Circle, Birmingham, AL 35244

CLAYTON T. SWEENEY, ATTORNEY AT LAW

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.

Kenneth L. Miller II and Jill Crew Miller
(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:

See Schedule A

which document is dated the 15 day of May , 2200 , which was filed in Instrument#2006 0602000261460 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 Kenneth L. Miller and Jill C. Miller

(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 \$ 175,000.00 (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 New Security Instrument is recorded in Insturment No. 20091118000428680.** 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.

EXHIBIT A
LEGAL DESCRIPTION


20100326000088900 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
03/26/2010 03:14:48 PM FILED/CERT

Lot 3242, according to the Survey of Riverchase Country Club, 32nd Addition, as recorded in Map Book 14, Page 53 A&B, in the Office of the Judge of Probate of Shelby County, Alabama.