

Tax Parcel Number: 10-2-09-0-001-003-041

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705 8238367

800-756-3524 Ext. 5011

This Instrument Prepared by:

Wachovia Bank, N.A.

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019

LISA SOWERS

20100405000101750 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
04/05/2010 03:29:58 PM FILED/CERT

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Visit Number: 0710900733

AL - 8238367

SUBORDINATION AGREEMENT

INDEX AS A MODIFICATION OF Line of Credit Mortgage

193 - 0006804989

Effective Date: February 23, 2010

Owner(s): George K McElroy

Donna M McElroy

Current Line of Credit Recorded Commitment \$ 311,000.00 being reduced to \$ 75,000.00

Senior Lender: Wells Fargo Bank N.A.

Subordinating Lender: Wachovia Bank N.A.

Property Address: 253 Marwood Lane Birmingham AL 35242



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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.

George K McElroy and Donna M McElroy
(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 Mortgage given by the Borrower, covering that real property, more particularly described as follows:

N/A

which document is dated the 11 day of May, 2007, which was filed in Inst#2007060100 0255570 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 George K McElroy and Donna M McElroy

(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 \$ 206,201.00* (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.

* PLEASE RECORD CONCURRENTLY WITH MORTGAGE

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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$ 311,000.00 to \$ 75,000.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 311,000.00 to \$ 75,000.00.

C. 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.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wachovia Bank N.A.

By _____
(Signature)

Lisa Sowers

Feb. 23, 2010
Date

(Printed Name)

Lisa Sowers
Asst. Vice President

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
COUNTY OF Roanoke) ss.

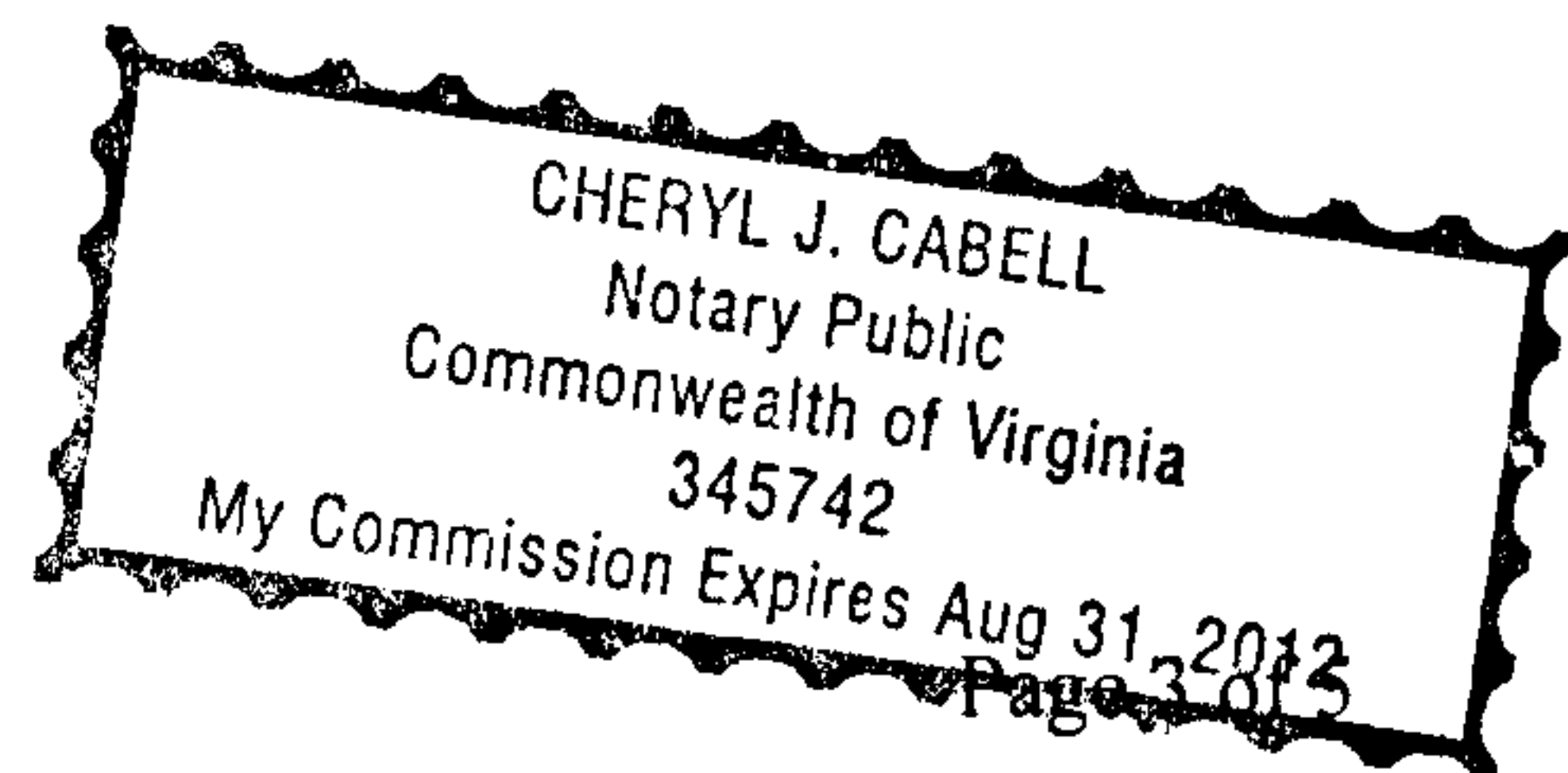
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 23 day of Feb, 2010, by Lisa Sowers, as A.V.P. (title) of the Subordinating Lender named above, on behalf of said

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, 2012

CHERYL J. CABELL





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BORROWER:

George K. McElroy
(Signature)

George K. McElroy
(Printed Name) George K McElroy

2/26/10
(Date)

Donna M. McElroy
(Signature)

Donna M. McElroy
(Printed Name) Donna M McElroy

2/26/10
(Date)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL




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The State of Alabama }
Shelby County }

I, Charlotte A. GRAHAM, hereby certify that George K. McElroy and Donna M. McElroy whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date. Given under my hand this 26th day of FEBRUARY, 2010.

Charlotte A. Graham
(Style of Officer)


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Order ID: 8238367
Loan No.: 0121312284

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 40, according to the Amended Map of Marwood, 3rd Sector, recorded in Map Book 15, page 6, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 1020990001003041