Tax Parcel Number: N/A
Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave. 8274629
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

20100406000102160 1/4 $21.00
Shelby Cnty Judge of Probate, AL
04/06/2010 09:04:10 AM FILED/CERT

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: 0003912820

SUBORDINATION AGREEMENT
MORTGAGE

Effective Date: February 26, 2010
Owner(s): Suzanne M Peden
D Lance Peden

Current Lien Amount $ 41,000.00

Senior Lender: Wells Fargo Bank NA

Subordinating Lender: Wachovia Mortgage Corporation

Property Address: 1009 Briarcliff Trace, Birmingham, Alabama 35242

20100406000102160 2/4 $21.00
Shelby Cnty Judge of Probate, AL
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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.

Suzanne M Peden and D Lance Peden
(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 MORTGAGE
given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 28 day of February , 2005 , which was filed in Instrument#2005-0311000112500 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 Suzanne M Peden and D Lance Peden

(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 $ 314,217.00 * (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.

* Dated March 31, 2010 • To record concurrently herewith

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 Mortgage Corporation

By ______________________ Feb. 26, 2010
(Signature) Date

Christopher L. Wheeler
(Printed Name) Asst. Vice President

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
) ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of Feb, ~~2009~~ 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.

______________________ (Notary Public)
Cheryl J. Cabell
My Commission Expires: Aug. 31, 2012

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

20100406000102160 4/4 $21.00
Shelby Cnty Judge of Probate, AL
04/06/2010 09:04:10 AM FILED/CERT

Order ID: 8274629
Loan No.: 0121213862

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 2418, according to the Survey of Brook Highland 24th Sector, and Eddleman Community, as recorded in Map Book 28, Page 17, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 03 9 30 0 004 017.000