



20100406000103770 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/06/2010 03:28:23 PM FILED/CERT

Tax Parcel Number: n/a

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705 8356188

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

{Space Above This Line for Recording Data}

193 - 00062012

Visit Number: n/a

**SUBORDINATION AGREEMENT
MORTGAGE**

193 - 8356188

Effective Date: March 4, 2010

Owner(s): Joe Badolato, JR

A/K/A Joseph R Badolato JR

Amy Badolato

Current Lien Amount \$ 54,000.00

Senior Lender: Wells Fargo Bank NA

Subordinating Lender: Wachovia Bank NA fka SouthTrust Mortgage Corp. a Delaware Corporation

Property Address: 7046 Bradstock Court, Birmingham, AL 35242

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.

Joe Badolato, JR A/K/A Joseph R Badolato JR and Amy Badolato
(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 30 day of APRIL, 2004, which was filed in Instrument# 2004 0506000238000 at page (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 Joe Badolato JR (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 \$ 285,693.00 (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.

To be recorded concurrently with Deed of Trust dated 3/21/2010

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 NA

By _____
(Signature)

Lisa Sowers

3-5-2010
Date

(Printed Name) **Lisa Sowers**
Asst. Vice President

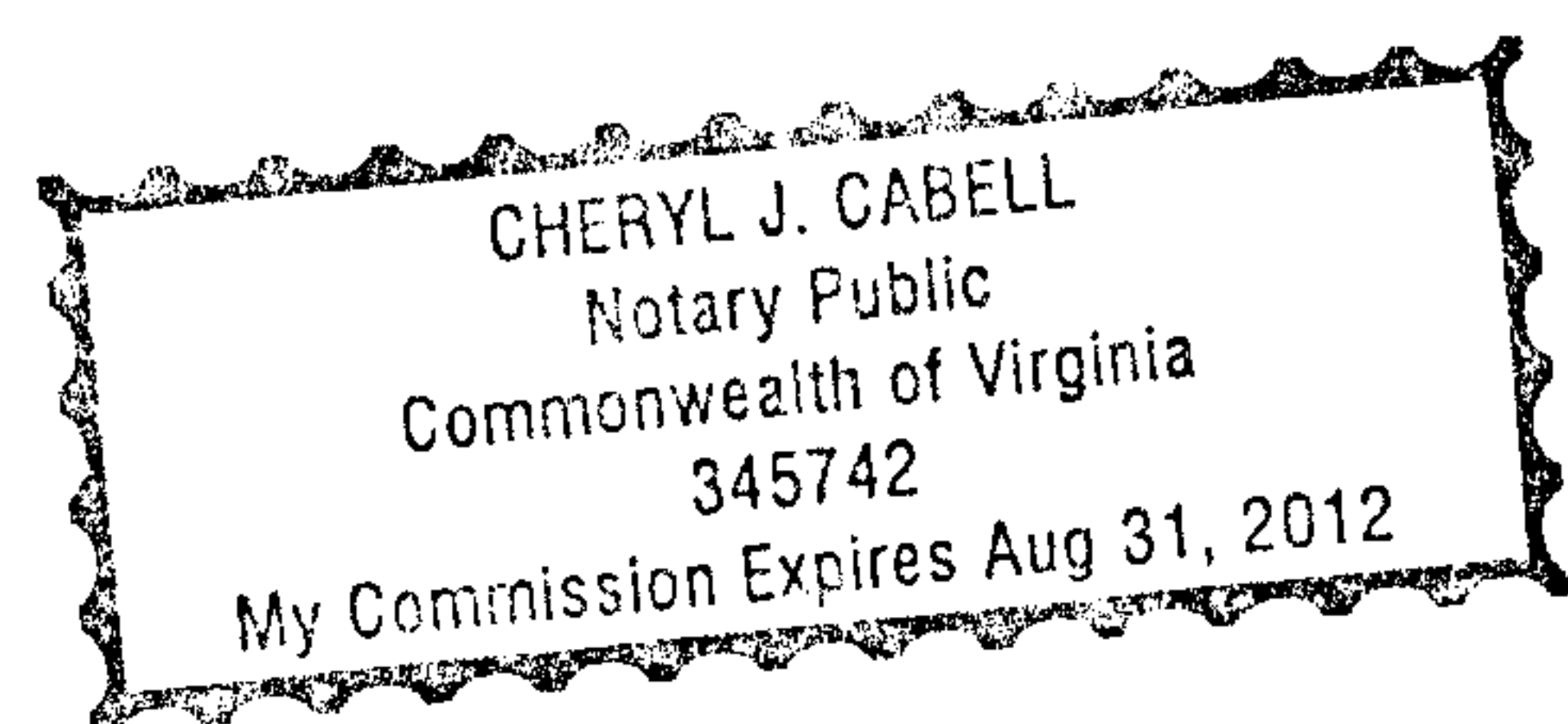
(Title)

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 5th day of Mar, 2010, by LISA SOWERS, 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.

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





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Order ID: 8356188

Loan No.: 0121653034

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 46, according to the survey of Greystone 7th Sector, Phase II, as recorded in Map Book 19, Page 121 in the probate office of Shelby County, Alabama.

Together with the non-exclusive easement to use the private roadways, common area and Hugh Daniel Drive, all as more particularly described in the Greystone declaration of covenants, conditions and restrictions dated 11/06/90, and recorded in Real Volume 317, Page 260, in the probate office of Shelby County, Alabama, together with all amendments thereto.

Assessor's Parcel Number: 038270007046000