

Tax Parcel Number: 093070002002053

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705 8320935

800-756-3524 Ext. 5011

This Instrument Prepared by: Christopher L. Wheeler

Wachovia Bank, N.A.

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019



20100406000103800 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/06/2010 03:35:26 PM FILED/CERT

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Visit Number: 0513601500

0005722354

AL - 8320935

SUBORDINATION AGREEMENT
OPEN-END MORTGAGE

193

Effective Date: February 26, 2010

Owner(s): Richard J Murray Jr

Carrie E Murray

Current Lien Amount \$ 150,000.00

Senior Lender: Wells Fargo Bank NA

Subordinating Lender: Wachovia Bank NA

Property Address: 6165 Eagle Point Circle, 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.

Richard J Murray, Jr. and Carrie E Murray
(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:

N/A

which document is dated the 17 day of June , 2005 , which was filed in Instrument#2005-0705000331990 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 Richard J Murray, Jr. and Carrie E Murray

(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 \$ 204,622.00 (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 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.



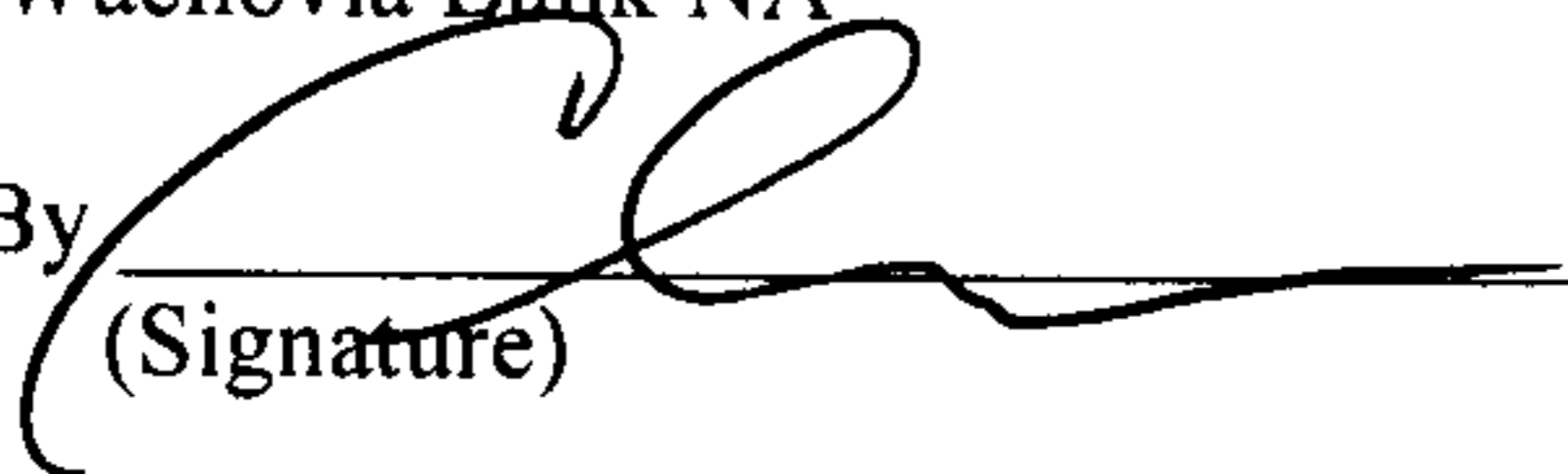
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C. Signatures and Acknowledgements

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 Bank NA

By 
 (Signature)

Feb. 26, 2010
 Date

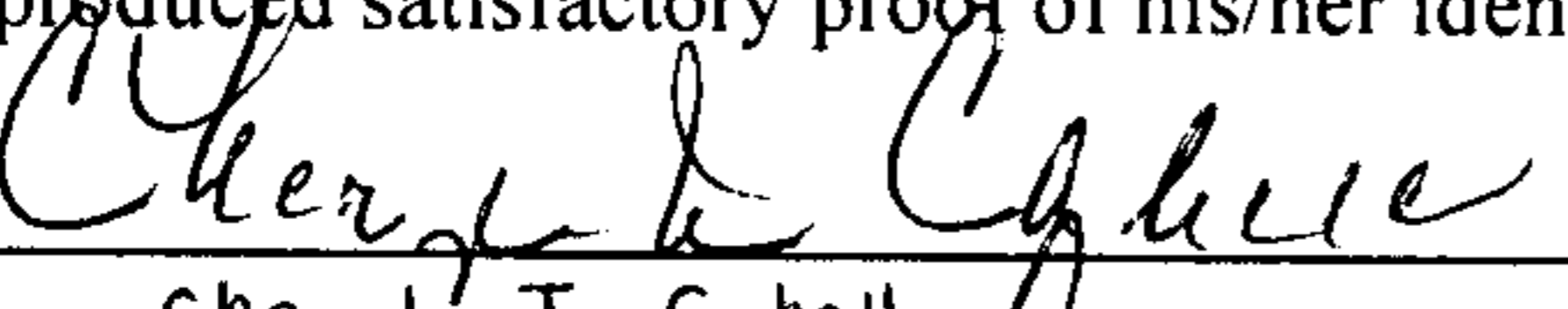
Christopher L. Wheeler
 (Printed Name) Asst. Vice President

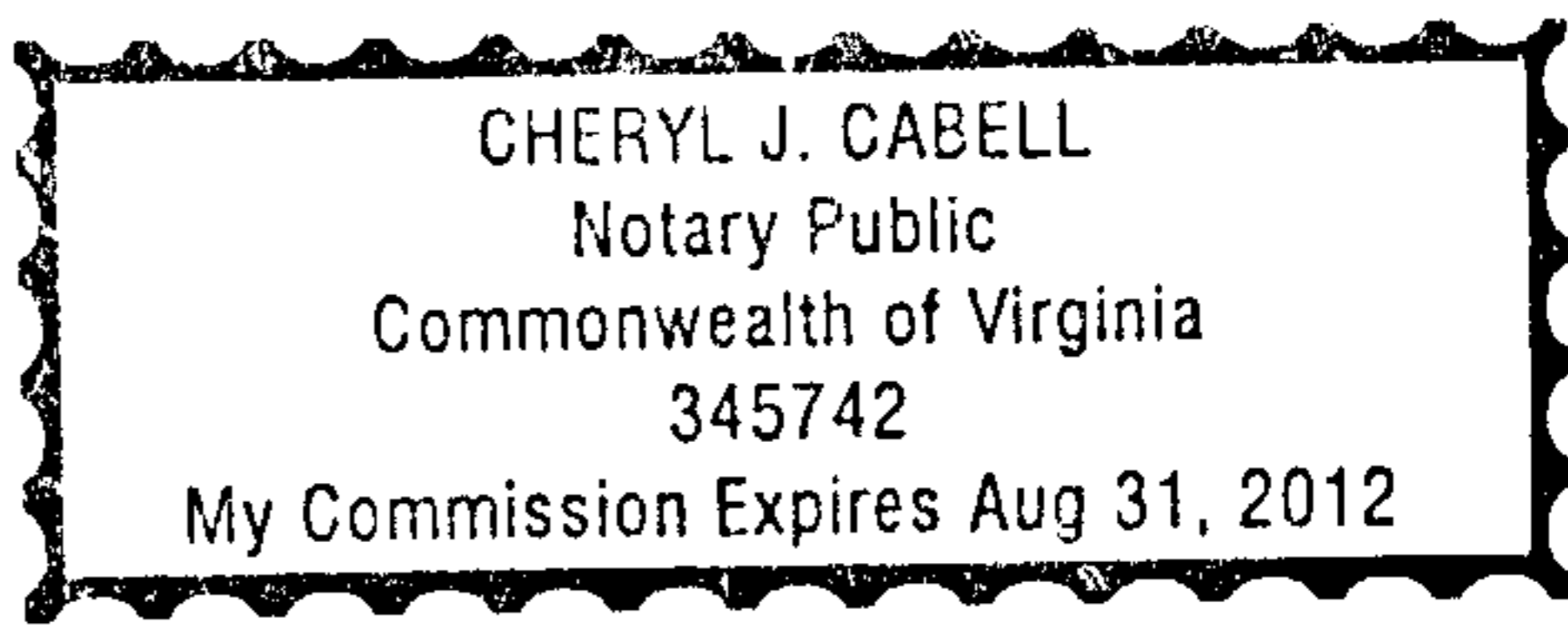
 (Title)

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, 2010, by Christopher L. Wheeler, 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.

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





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Order ID: 8320935

Loan No.: 0122000243

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 841 according to the Survey of Eagle Point 8th Sector Phase 1 as recorded in Map Book 24,
Page 127 A and B, Shelby County, Alabama Records.

Assessor's Parcel Number: 093070002002053