


Tax Parcel Number: 10-1-12-0-001-002-022

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This Instrument Prepared by:
Wachovia Bank, N.A.
Lending Solutions- VA - 0343
7711 Plantation Road
Roanoke, Virginia 24019
Lisa Sowers


20100406000103830 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
04/06/2010 03:41:35 PM FILED/CERT

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Visit Number: 0705790524

193 - 0204251658

SUBORDINATION AGREEMENT
Line of Credit Mortgage

AL - 832400

Effective Date: March 8, 2010

Owner(s): Timothy K Garner
Wendy Garner

Current Lien Amount \$ 58,600.00

Senior Lender: Wells Fargo Bank N.A.

Subordinating Lender: Wachovia Bank N.A.

Property Address: 3161 Bradford PL 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.

Timothy K Garner and Wendy Garner
(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:

See Schedule A

which document is dated the 7 day of March , 2007 , which was filed in Inst#20070403 000149520 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 Timothy K Garner and Wendy Garner

(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 \$ 301,634.00 (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 3/31/2010
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.



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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 N.A.

By

(Signature)

Lisa Sowers

Lisa Sowers
Asst. Vice President

March 8, 2010

Date

(Printed Name)

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF

Virginia

) ss.

COUNTY OF

Noank

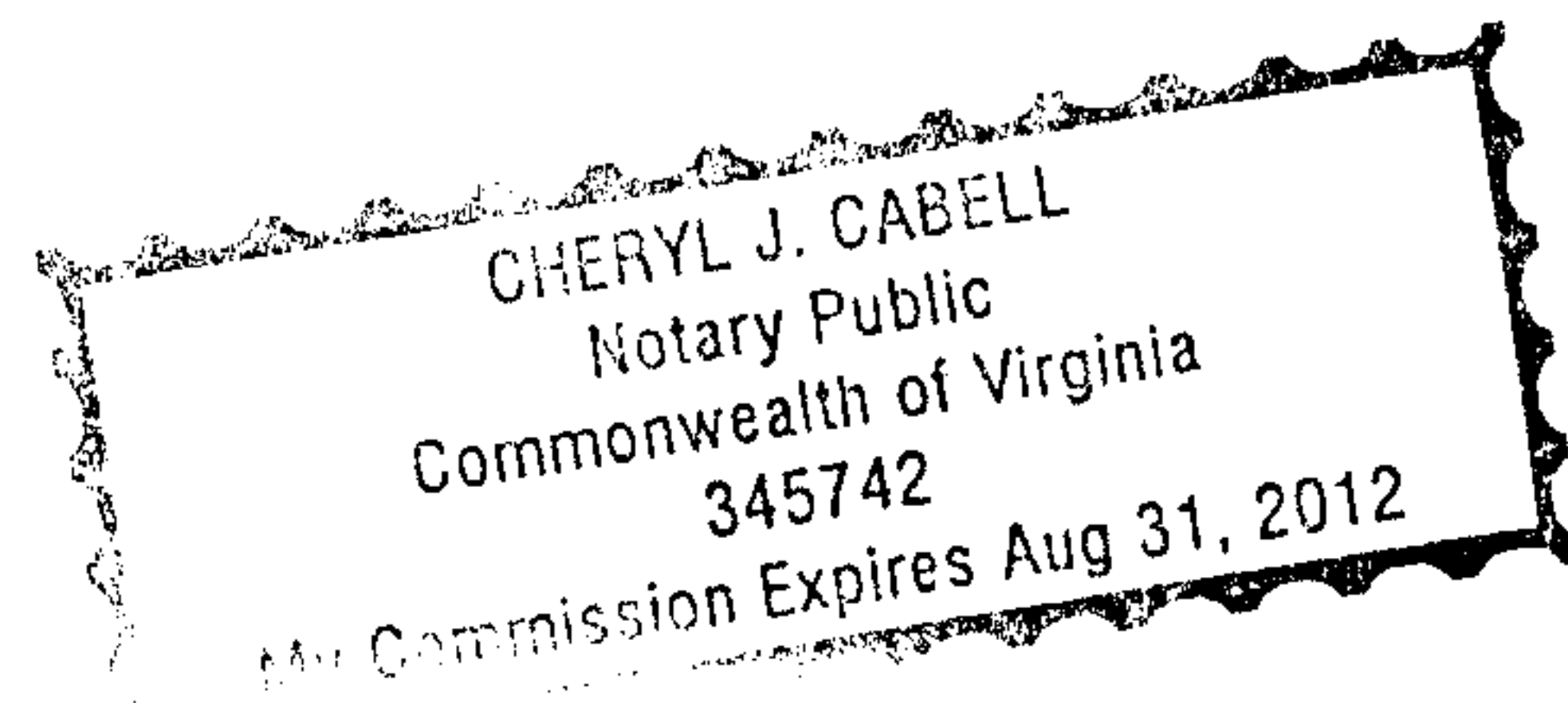
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 8 day of March, 2009, by Lisa Sowers, as A.V.P. (title) of the Subordinating Lender named above, on behalf of said


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)
Cheryl J. Cabell

My Commission Expires:

Aug. 31, 2012




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Order ID: 8324400
Loan No.: 0121645386

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 77, according to the Survey of Meadowbrook, 18th Sector, Phase I, as recorded in Map Book 10, Page 26 in the Probate Office of Shelby County, Alabama.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in instruments of record.

Assessor's Parcel Number: 10 1 12 0 001 002.022