



20100505000140740 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/05/2010 03:14:54 PM FILED/CERT

Parcel Number: n/a

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705 8311722
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

AL 8311722
Visit Number: 0732095754

{Space Above This Line for Recording Data}

0006190226

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SUBORDINATION AGREEMENT
CLOSED-END MORTGAGE

Effective Date: March 1, 2010
Owner(s): William T. Miller
Jennifer R. Miller

Current Lien Amount \$ 84,241.50

Senior Lender: Wells Fargo Bank, NA

Subordinating Lender: Wachovia Bank, NA

Property Address: 249 Stillmeadow Circle, Columbiana, AL 35051



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.

William T. Miller and Jennifer R. Miller
(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 CLOSED-END MORTGAGE given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 7 day of December , 2007 , which was filed in Instrument#2007 1221000574840 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 William T. Miller and Jennifer Robin Miller

(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 \$ 408,161.00 (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 Mortgage dated 4/30/2010

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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Order ID: 8311722

Loan No.: 0301019162

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 15, according to the survey of Stillmeadow-Sector 2, as recorded in Map Book 28 at Page 48 in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 16 3 06 0 000 006.023