20100517000153920 1/5 \$23.00 Shelby Cnty Judge of Probate, AL 05/17/2010 01:55:34 PM FILED/CERT

Tax Parcel Number: 13-6-23-4-006-006.00

Recording Requested By/Return To:

Wells Fargo P.O. Box 21557 MAC B6955-013 Billings, MT 59107-9900

1-800-945-3056

This Instrument Prepared by: Crystal Mauldin Wells Fargo P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149

55129052

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX2959-1998

Reference Number: A0106052007354930007

SUBORDINATION AGREEMENT
LINE OF CREDIT MORTGAGE

Effective Date:

4/21/2010

Owner(s):

JANICE H LIGHTSEY

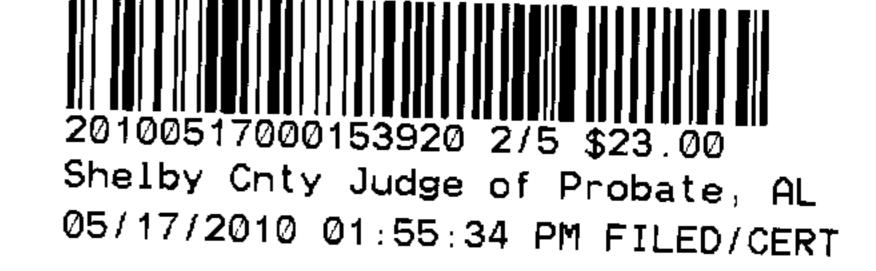
Current Lien Amount: \$25,000.00

Senior Lender: Mortgage Electronic Registration Systems Inc., As Nominee For Quicken Loans, Inc.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Property Address: 136 STONE RD, PELHAM, AL 35124-0000



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.

JANICE H LIGHTSEY, AN UNMARRIED PERSON, WHO ACQUIRED TITLE AS, JANICE LIGHTSEY (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 Exhibit A

which document is dated the 2nd day of January, 2008, which was filed in Document ID# 20080122000028610 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 JANICE H LIGHTSEY (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$127,850.00 (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.

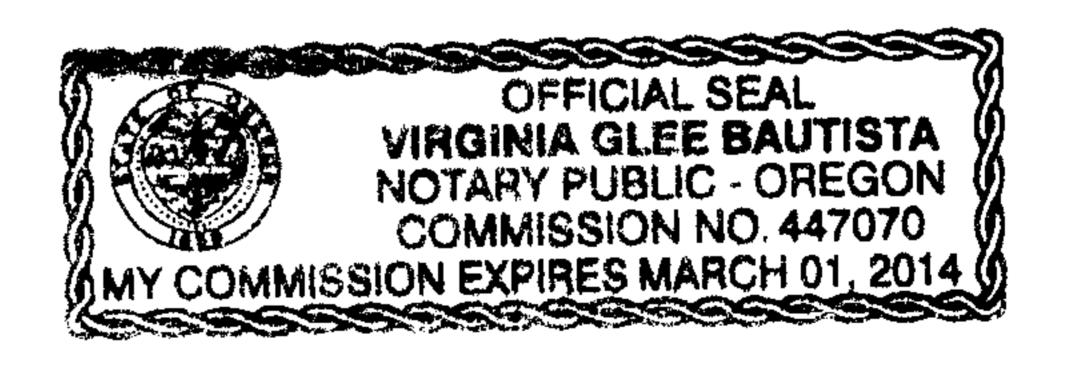
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

20100517000153920 3/5 \$23.00 Shelby Cnty Judge of Probate, AL 05/17/2010 01:55:34 PM FILED/CERT

## 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:	
Wells Fargo Bank, N.A.	
$By = \frac{\sqrt{2} \sqrt{\sqrt{2}}}{\sqrt{2}}$	4/21/2010
(Signature)	Date
Crystal Mauldin	
(Printed Name)	
Supervisor	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF <u>OREGON</u> )	
OUNTY OF <u>WASHINGTON</u> )	
The foregoing Subordination Agreement was acknowledged bef	
administer oaths this 21 day of April, 2010, by	Crystal Mauldin, as Supervisor of the
Subordinating Lender named above, on behalf of said Subordina	ating Lender pursuant to authority granted by its
Board of Directors. S/he is personally known to me or has produ	aced satisfactory proof of his/her identity.
Willia Gle Boutista (Notary Public)	
My Commission Expires: 3-1-14	



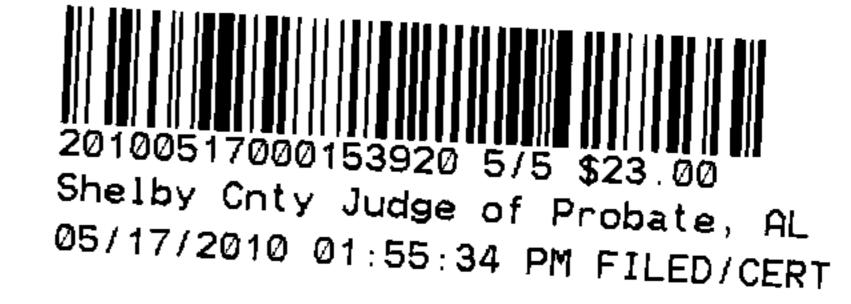
20100517000153920 4/5 \$23.00 Shelby Cnty Judge of Probate, AL 05/17/2010 01:55:34 PM FILED/CERT

#### Exhibit A

Reference Number: 413600040822415

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Legal Description:



### **EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 136234006006000

Land Situated in the County of Shelby in the State of AL

LOT 6, ACCORDING TO THE SURVEY OF STONEHAVEN, 2ND SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 7, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 136 Stone Road, Pelham, AL 35124

+U01274438+ 1632 5/7/2010 76372923/2