



20100603000175620 1/4 \$20.00
Shelby Cnty Judge of Probate, AL
06/03/2010 01:20:02 PM FILED/CERT

Tax Parcel Number: N/A

Recording Requested By/Return To:

Wells Fargo Bank
Attention: CPS3-VA0343
P.O. Box 50010
Roanoke, Virginia 24022

This Instrument Prepared by:

Wells Fargo Bank
Lending Solutions- VA - 0343
7711 Plantation Road
Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Visit Number: 0519401188

**SUBORDINATION AGREEMENT
OPEN-END MORTGAGE**

Effective Date: April 15, 2010

Owner(s): Mark K Williams
Elizabeth A Williams

Current Lien Amount \$ 45,000.00

Senior Lender: Wells Fargo Bank N.A. ISAOA, ATIMA

Subordinating Lender: Wells Fargo Bank, N.A. a successor in interest to Wachovia Bank, N.A.

Property Address: 1005 Williams Trace, 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.

Mark K Williams and Elizabeth A Williams
(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:

See Exhibit A

0N 6-5-05

which document is dated the 22 day of July, 2005, which was filed in Instrument# 2005-0805000398250 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 Mark K Williams **AND ELIZABETH A. WILLIAMS**

(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 \$ 339,570.00 (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.

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. a successor in interest to Wachovia Bank, N.A.

By Lisa Sowers
(Signature)

4-15-10
Date

Lisa Sowers
Asst. Vice President
(Printed Name)

(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 15 day of April, 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.

Rachel Mary Lucas (Notary Public)
RACHEL MARY LUCAS
My Commission Expires: 07-31-2013



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Rachel Mary Lucas ID # 7288173



Order ID: 8442021
Loan No.: 0301638847

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 1607, according to the Survey of Brook Highland, 16th Sector, Phase II, an Eddleman Community, as recorded in Map Book 28, Page 16, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 039300005002000



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