

Prepared by:
Diana Nizzi
for Wells Fargo Financial
800 Walnut Street
Des Moines, IA 50309

Recording requested by: LSI
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SUBORDINATION AGREEMENT

This agreement made this 20th day of January, 2010, between Wells Fargo Bank, N.A., (hereinafter referred to as favored creditor) and Wells Fargo Bank, N.A. successor by merger to Wells Fargo Financial Bank, (hereinafter referred to as subordinating creditor), witnesseth:

*Dated: 2-26-2010 Rec: 3/5/2010 I# 20100305000064970
That in consideration of subordinating creditor entering into this subordination agreement, favored creditor agrees to lend not to exceed \$225,454.00* in accordance with that certain agreement between favored creditor and Lee F. Litvine and Deedie G. Jacks (debtor).

Husband & Wife
In consideration of favored creditor making aforesaid loan to debtor, subordinating creditor agrees that the mortgage/deed of trust (hereafter "mortgage") executed in its favor by debtor on June 5, 2007, and recorded in the mortgage records of Shelby County, State of Alabama as Instrument No. 20070608000268750* be subject, inferior, junior, secondary and subordinate to a mortgage which is executed by debtor in favor of favored creditor as security for the aforesaid loan, and that said mortgage and debt in favor of favored creditor shall have priority over said mortgage and debt in favor of subordinating creditor, with respect to the property legally described in the mortgage executed in favor of subordinating creditor described above. *Rec: 6/8/2007 in the amt of \$55,000.00

Provided, however, that this agreement to subordinate shall not extend to any advances made by favored creditor after the date of the loan described above (except that this subordination agreement shall extend to any future advances made for taxes and insurance to protect favored creditor's interest), and provided, however, that this Agreement is based upon favored creditor's representation that subordinating creditor will not be reduced to less than a second mortgage position by virtue of executing this Agreement.

ADN

10102000803400

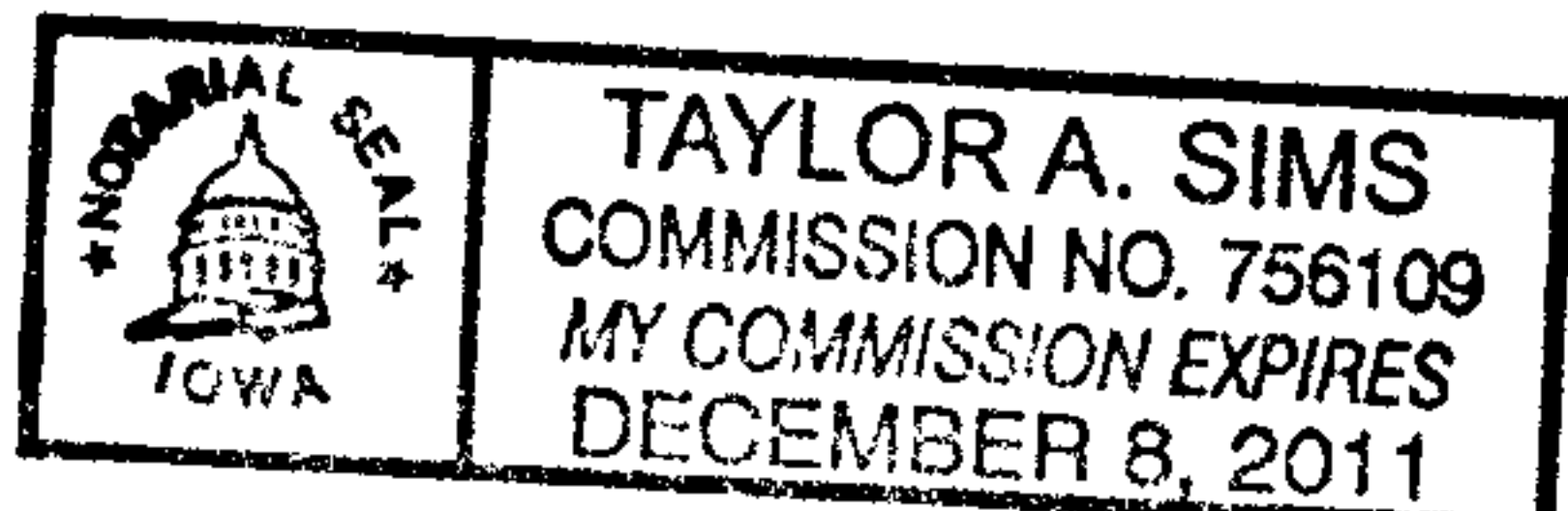
WELLS FARGO BANK, N.A.
Subordinating Creditor

By Matthew G. McCurdy
Matthew G. McCurdy, Vice President

State of Iowa

County of Polk

I, Taylor A. Sims, a Notary Public in and for said county in said state, hereby certify that Matthew G. McCurdy whose name as Vice President of Wells Fargo Bank, N.A., a national association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said national association. Given under my hand and seal of office this 20th day of January, 2010.



Taylor A. Sims
Notary Public

My Commission Expires 12-8-2011



20100617000192440 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
06/17/2010 10:53:44 AM FILED/CERT

Order ID: 8054309

Loan No.: 0119227023

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 34, according to the Survey of Cobblestone Square Subdivision, as recorded in Map Book 15, Page 153 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel Number: 101020008034000