



20100621000196110 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
06/21/2010 12:09:04 PM FILED/CERT

Tax Parcel Number: 03-8-33-0-009-003.000

Recording Requested By & Return To: ①  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001 2226090

**This Instrument Prepared by:**

Wells Fargo  
P.O. Box 4149 MAC P6051-019  
Portland, OR 97208-4149  
1-800-945-3056

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{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX6298-1998

Reference Number: 9009969349

**SUBORDINATION AGREEMENT**  
INDEX AS A MODIFICATION OF LINE OF CREDIT MORTGAGE

Effective Date: 4/27/2010

Owner(s): RANDOLPH L. MCLEAN  
AINSLIE BELSITO MCLEAN

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$90,600.00.

Senior Lender: Wells Fargo Bank, N. A.

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 line of credit agreement owned by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan owned by the Wells Fargo Home Mortgage Group.*

Property Address: 4349 MILNER RD W, BIRMINGHAM, AL 35242-0000

**Wells Fargo**  
**2701 Wells Fargo Way**  
**Minneapolis, MN 55408**



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**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.

RANDOLPH L. MCLEAN AND AINSLIE BELSITO MCLEAN, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 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 10th day of September, 2009, which was filed in Instrument# 20091020000394880 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 RANDOLPH MCLEAN, AINSLIE MCLEAN (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 \$235,000.00 (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.

201005210001607 Rec 5/21/10  
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. Agreement to Change Credit Limit**

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$100,000.00 to \$90,600.00 .

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$100,000.00 to \$90,600.00.

**C. 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.

**D. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N/A.

By \_\_\_\_\_  
(Signature)

4/27/2010  
Date

Jodi Sanborn  
(Printed Name)

\_\_\_\_\_  
Supervisor  
(Title)

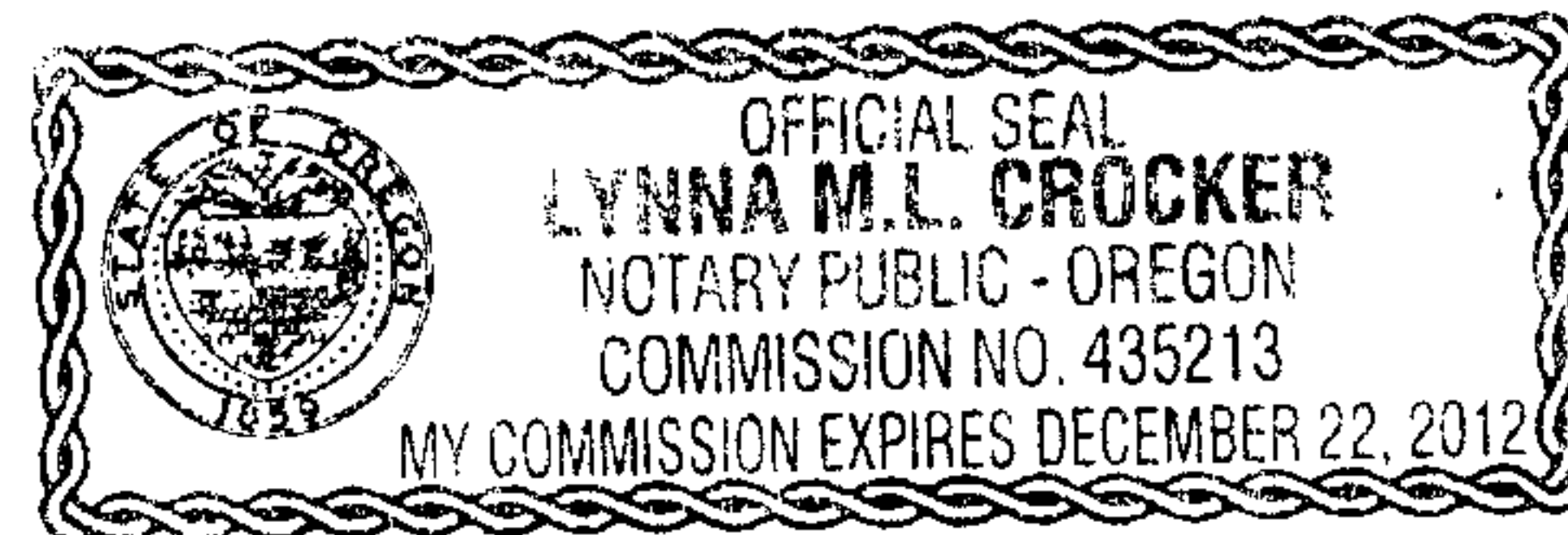
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF OREGON )  
 )ss.  
COUNTY OF WASHINGTON

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 27 day of April, 2010, by Jodi Sanborn, as Supervisor 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.

\_\_\_\_\_  
(Notary Public)

My Commission Expires: 12/22/2012





**BORROWER:**

Randolph L. McLean 6/8/10  
(Signature) (Date)

RANDOLPH L. MCLEAN

(Printed Name)

Ainslie Belsito McLean 6/8/2010  
(Signature) (Date)

AINSLIE BELSITO MCLEAN

(Printed Name)

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name)

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\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name)

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**For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGEMENT FOR INDIVIDUAL**

The State of Alabama }  
Shelby County }

I, Henry E. Howard III, hereby certify that Randolph McLean  
Ainslie McLean whose name 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 executed the  
same voluntarily on the day the same bears date. Given under my hand this 8 day of  
June 2010.

Henry E. Howard III  
(Style of Officer)

For An Individual Trustee Borrower:

**ACKNOWLEDGMENT FOR AN OFFICIAL OR OTHER PERSON IN REPRESENTATIVE  
CAPACITY**

The State of Alabama }  
Shelby County }

I, Neenye Howard, a Notary Public, in and for said County in  
said State, hereby certify that Randolph McLean  
Ainslie McLean, whose name as

\_\_\_\_\_ 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, in his capacity  
as such \_\_\_\_\_, executed the same voluntarily on the day the same bears date.

Given under my hand this the 8 day of June, 2010.

Neenye Howard  
(Style of Officer)

## **Exhibit "A"**

### **Legal Description**

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS FOLLOWS:

LOT 71, ACCORDING TO THE SURVEY OF THE FINAL RECORD PLAT OF GREYSTONE FARMS, MILNERS CRESENT SECTOR, PHASE 3, AS RECORDED IN MAP BOOK 23, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

BY FEE SIMPLE DEED FROM WHITCOMB CONSTRUCTION, INC. AS SET FORTH IN INST # 1999-19476 DATED 04/29/1999 AND RECORDED 05/10/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 03-8-33-0-009-003.000