

Tax Parcel Number: 03-8-33-0-009-033



20100716000227200 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/16/2010 12:46:47 PM FILED/CERT

WHEN RECORDED, RETURN TO:
FIRST AMERICAN LENDERS ADVANTAGE
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING - TEAM 1
Accommodation Recording Per Client Request

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: 0615300206

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF OPEN-END MORTGAGE

Effective Date: May 25, 2010

Owner(s): J Chris Hudson
Gretchen Hudson

Current Line of Credit Recorded Commitment \$ 132,000.00 being reduced to \$ 123,750.00 .

Senior Lender: CitiBank, FSB, ISAOA/ ATIMA

Subordinating Lender: Wells Fargo Bank, NA a successor in interest to Wachovia Bank, NA

Property Address: 4362 Milner Rd. W., 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.

J Chris Hudson and Gretchen Hudson
(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 Owner, covering that real property, more particularly described as follows:

See Legal

which document is dated the 16 day of June , 2006 , which was filed in n/a
n/a at page n/a (or as No. 20060707000326520) 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
James Christopher Hudson and Gretchen H Hudson
(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 \$ 215,000.00 (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.

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 \$ 132,000.00 to \$ 123,750.00 .

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 \$ 132,000.00 to
\$ 123,750.00 .

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, NA a successor in interest to Wachovia Bank, NA

By *Lisa Sowers*
(Signature)

5.25.10
Date

Lisa Sowers
(Printed Name) Asst. Vice President

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25 day of May, 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.

Suzanne Corcoran (Notary Public)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - City of Roanoke
My commission expires 08/30/2013
Suzanne Corcoran ID # 7301168



20100716000227200 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/16/2010 12:46:47 PM FILED/CERT

BORROWER/OWNER:

(Signature)

J Chris Hudson

(Printed Name)

(Signature)

Gretchen Hudson

(Printed Name)

6/25/10

(Date)

6/25/10

(Date)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

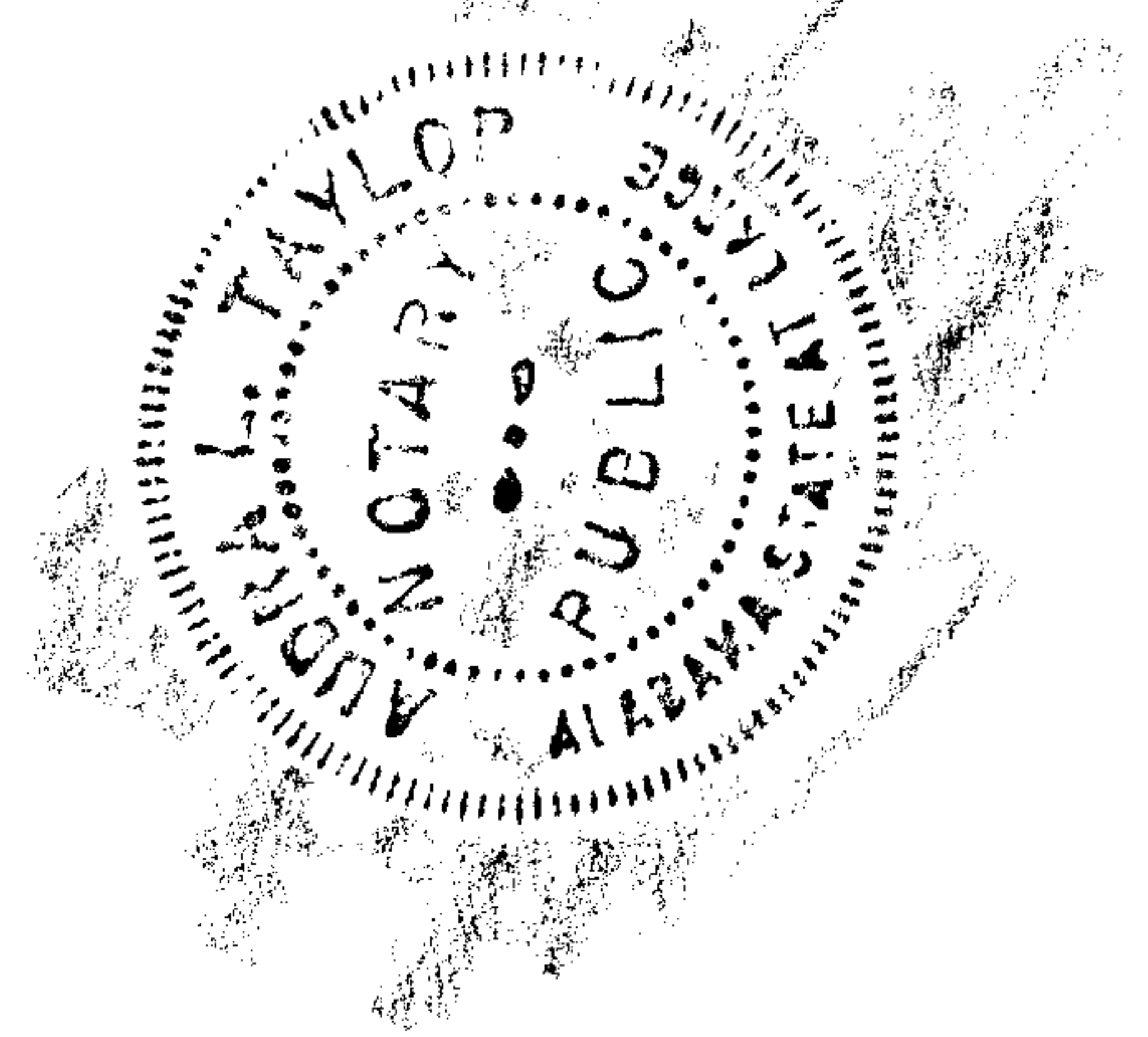
20100716000227200 5/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/16/2010 12:46:47 PM FILED/CERT

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

The State of Alabama
Shelby County }

I, Audra L. Taylor, hereby certify that J. Chris Hudson and
Gretchen Hudson 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 25th day of
June, 2010.

Audra L. Taylor
(Style of Officer) Notary Public




Borrower(s) Initials:

[Handwritten initials]

Legal Description

Reference Number: 0615300206

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF BIRMINGHAM IN THE COUNTY OF SHELBY AND STATE OF ALABAMA AND BEING DESCRIBED IN A DEED DATED 11/30/2000 AND RECORDED 12/04/2000 IN INSTRUMENT #200041426 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 101, ACCORDING TO THE SURVEY OF FINAL RECORD PLAT OF GREYSTONE FARMS MINERAL'S CRESCENT SECTOR, PHASE 3, AS RECORDED IN MAP BOOK 23, PAGE 71, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. PARCEL ID NUMBER: 03-8-33-0-009-033.



20060707000326520 6/6 \$224.00
Shelby Cnty Judge of Probate, AL
07/07/2006 01:23:51PM FILED/CERT

 HUDSON
42328082

AL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT




20100716000227200 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
07/16/2010 12:46:47 PM FILED/CERT