

Tax Parcel Number: 10-1-02-0-005-101-000

Recording requested by: LSI

When recorded return to :

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2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

This Instrument Prepared by:

Wells Fargo Bank

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019



20100805000250060 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
08/05/2010 09:11:06 AM FILED/CERT

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Visit Number: 0709996565

0021874755

AL-9120311

SUBORDINATION AGREEMENT
LINE OF CREDIT

197

Effective Date: July 1, 2010

Owner(s): Mark W Todd

Katherine W Todd

Current Lien Amount \$ 50,000.00

Senior Lender: Wells Fargo Bank NA

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

Property Address: 3316 Afton Pl, 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 W Todd and Katherine W Todd
(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 given by the Owner, covering that real property, more particularly described as follows:

N/A

which document is dated the 25 day of April, 2007, which was filed in Instrument#2007 0517000229780 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 W Todd and Katherine W Todd

(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 \$ 143,009.00 (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.

** Record concurrently with mortgage*

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.



20100805000250060 4/4 \$21.00
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Order ID: 9120311

Loan No.: 0306521527

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 14, Block 4, according to the Survey of Woodford, as recorded in Map Book 8, Pages 51 A, B, C, and D, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 101020005101000