



20100805000250270 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
08/05/2010 10:40:00 AM FILED/CERT

Tax Parcel Number: 101110003027000

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

9/16/374

This Instrument Prepared by:

Wells Fargo Bank - *LISA SOWERS*

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Visit Number: 0815500352

**SUBORDINATION AGREEMENT
LINE OF CREDIT**

Effective Date: July 7, 2010

Owner(s): Timothy W. Akins

Current Lien Amount \$ 22,600.00 .

Senior Lender: Wells Fargo Bank, N.A.

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

Property Address: 2917 Coatbridge Lane, 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.

Timothy W. Akins

(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:

See Exhibit A

which document is dated the 9 day of June, 2008, which was filed in Instrument#2008 0618000248030 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 Timothy W. Akins

(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 \$ 172,094.00 (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. *DATED*

7-30-10 PLEASE 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.



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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, NA a successor in interest to Wachovia Bank, NA

By Lisa Sellers
(Signature)

7-7-2010
Date

(Printed Name) Lisa Sowers
Asst. Vice President

(Title) _____

FOR NOTARIZATION OF LENDER PERSONNEL

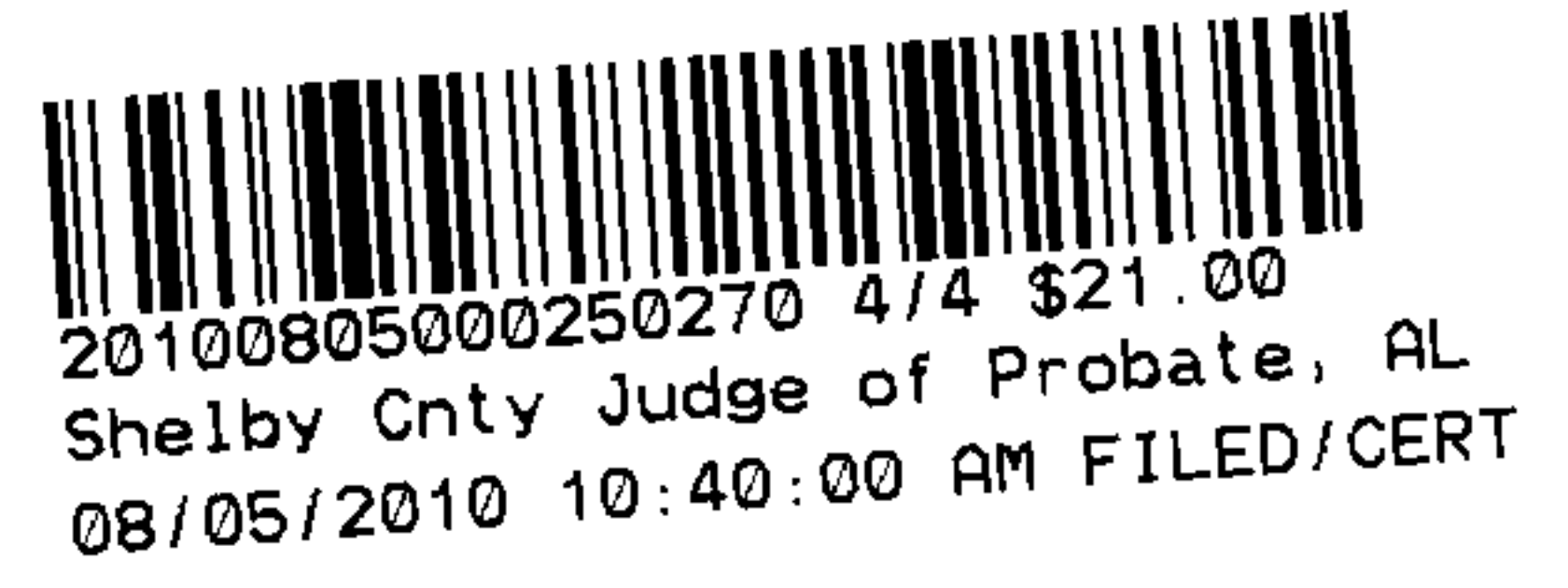
STATE OF Virginia)
) ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 7 day of July, 2010, by hisa 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.

Marcella M. Henry (Notary Public)





Order ID: 9163745

Loan No.: 0306495417

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 43, Block 1, according to the Plat of Selkirk, a subdivision of Inverness, as recorded in Map Book 6, page 163 in the Office of the Judge of Probate of Shelby County, Alabama.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet without rights of surface entry, as reserved in instrument of record.

Assessor's Parcel Number: 101110003027000