



20100903000286550 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/03/2010 03:21:01 PM FILED/CERT

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

This Instrument Prepared by: DONNA BLAKE
Wells Fargo Bank
Lending Solutions- VA - 0343
7711 Plantation Road
Roanoke, Virginia 24019

{Space Above This Line for Recording Data}
AL- 9287933 0006247258-198
Visit Number: 0711496520

**SUBORDINATION AGREEMENT
LINE OF CREDIT**

Effective Date: July 20 ,2010

Owner(s): Kendall C Zettler
Patricia Ann Zettler

HUSBAND & WIFE

Current Lien Amount \$ 52,000.00

Senior Lender: Wells Fargo Bank, NA

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

Property Address: 2104 Chandawood Drive, Pelham, AL 35124

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.

Kendall C Zettler and Patricia Ann Zettler
(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 Schedule A

*** RECORDED 05/25/2007**
which document is dated the 04 day of May, 2007, which was filed in Book n/a at page n/a (or as No. 20070525000244680) 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 Kendall C Zettler and Patricia Ann Zettler (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 \$107,154.00 (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 08/31/2010. RECORD CONCURRENTLY WITH THE 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.

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, N.A.

By Donna Blake
(Signature)

1.21.10
Date

Donna Blake
(Printed Name)

**Assistant Secretary
And Assistant 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 21st day of JULY, 2010, by Donna Blake, 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. Lowry (Notary Public)
MARCELLA M LOWRY



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Marcella M. Lowry ID # 7284791


20100903000286550 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/03/2010 03:21:01 PM FILED/CERT

Order ID: 9287933
Loan No.: 0307346015

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 69, according to the Amended Map of Chaparral, First Section, Phase I, as recorded in Map Book 7, Page 161 in the office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 117 36 4 001 054.000