

510-1768

Tax Parcel Number: 58-03-6-14-3-004-043.000

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, MT 59107-90900

  
20100916000304300 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
09/16/2010 01:23:40 PM FILED/CERT

**This Instrument Prepared by:**

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

---

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX6088-1998

Reference Number: A0201042009161460001

**SUBORDINATION AGREEMENT**  
LINE OF CREDIT MORTGAGE

Effective Date: 8/25/2010

Owner(s): KRISTIE M FINBERG  
STEVE C FINBERG

Current Lien Amount: \$155,000.00

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 lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.*

Property Address: 1005 HILLSIDE CRESCENT, 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.

STEVEN C FINBERY AND KRISTIE M FINBERG ( HUSBAND AND WIFE ) (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 Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 26th day of June, 2009, which was filed in Document ID# 20090804000299260 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 KRISTIE M FINBERG and STEVE C FINBERG (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 \$413,500.00 (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. 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.



20100916000304300 3/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
09/16/2010 01:23:40 PM FILED/CERT

### 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, N.A.

By   
(Signature)

8/25/2010  
Date

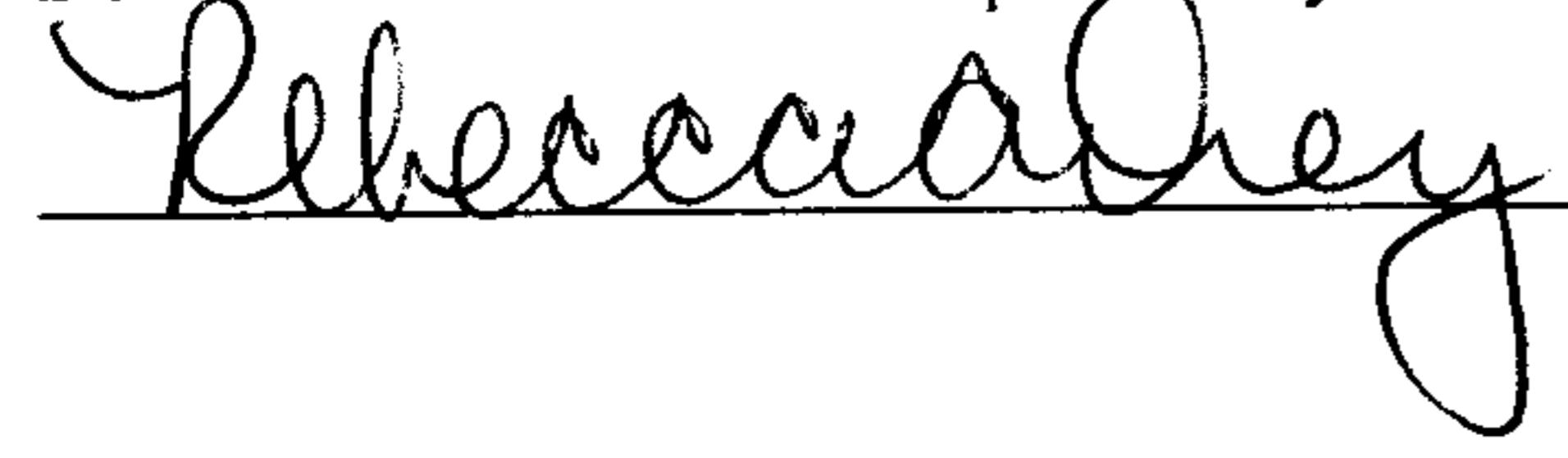
Barbara Edwards  
(Printed Name)

Work Director  
(Title)

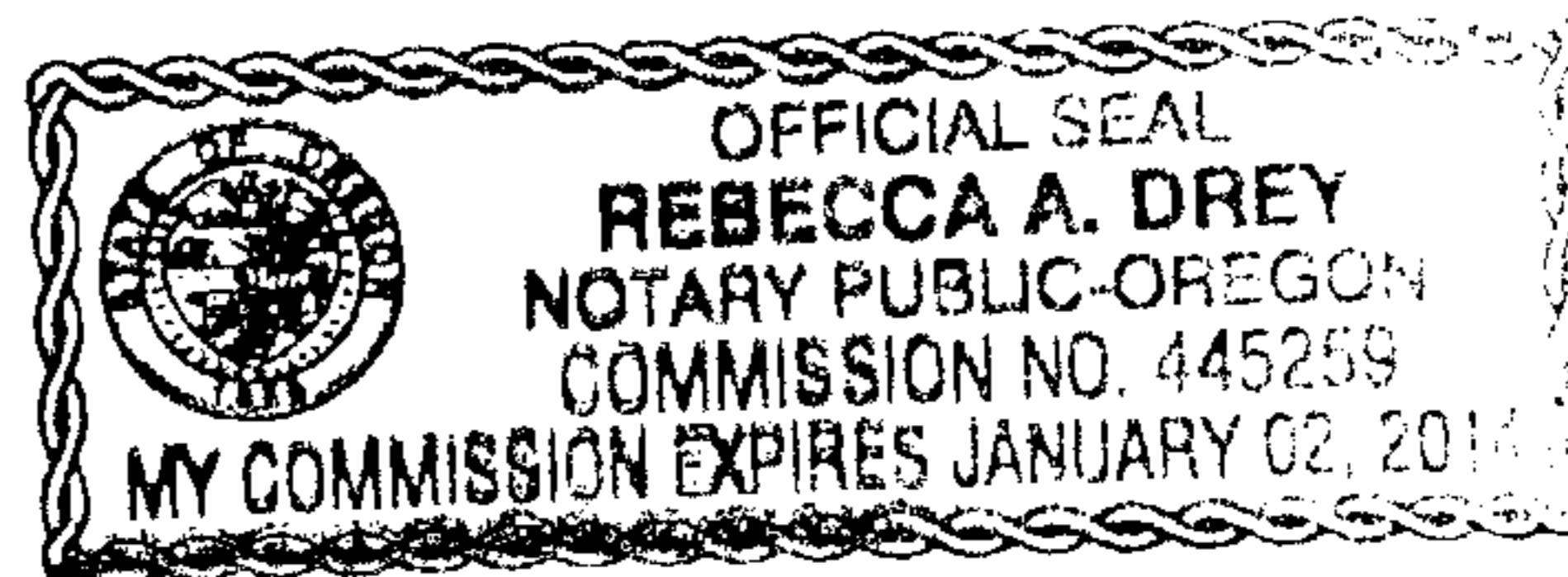
#### FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon )  
                          )ss.  
COUNTY OF Washington )

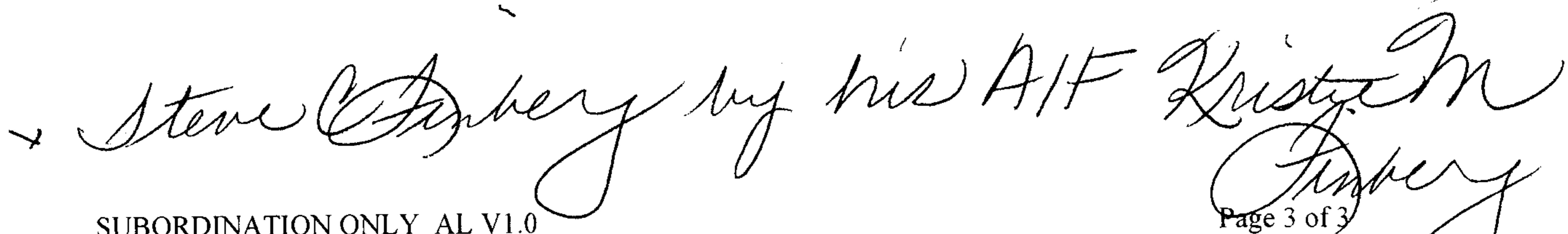
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25 day of Aug, 2010, by Barbara Edwards, as Work Director of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.



(Notary Public)







SUBORDINATION ONLY\_AL V1.0  
000000000086513

Page 3 of 3



20100916000304300 4/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
09/16/2010 01:23:40 PM FILED/CERT

For An Individual Trustee Borrower:

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

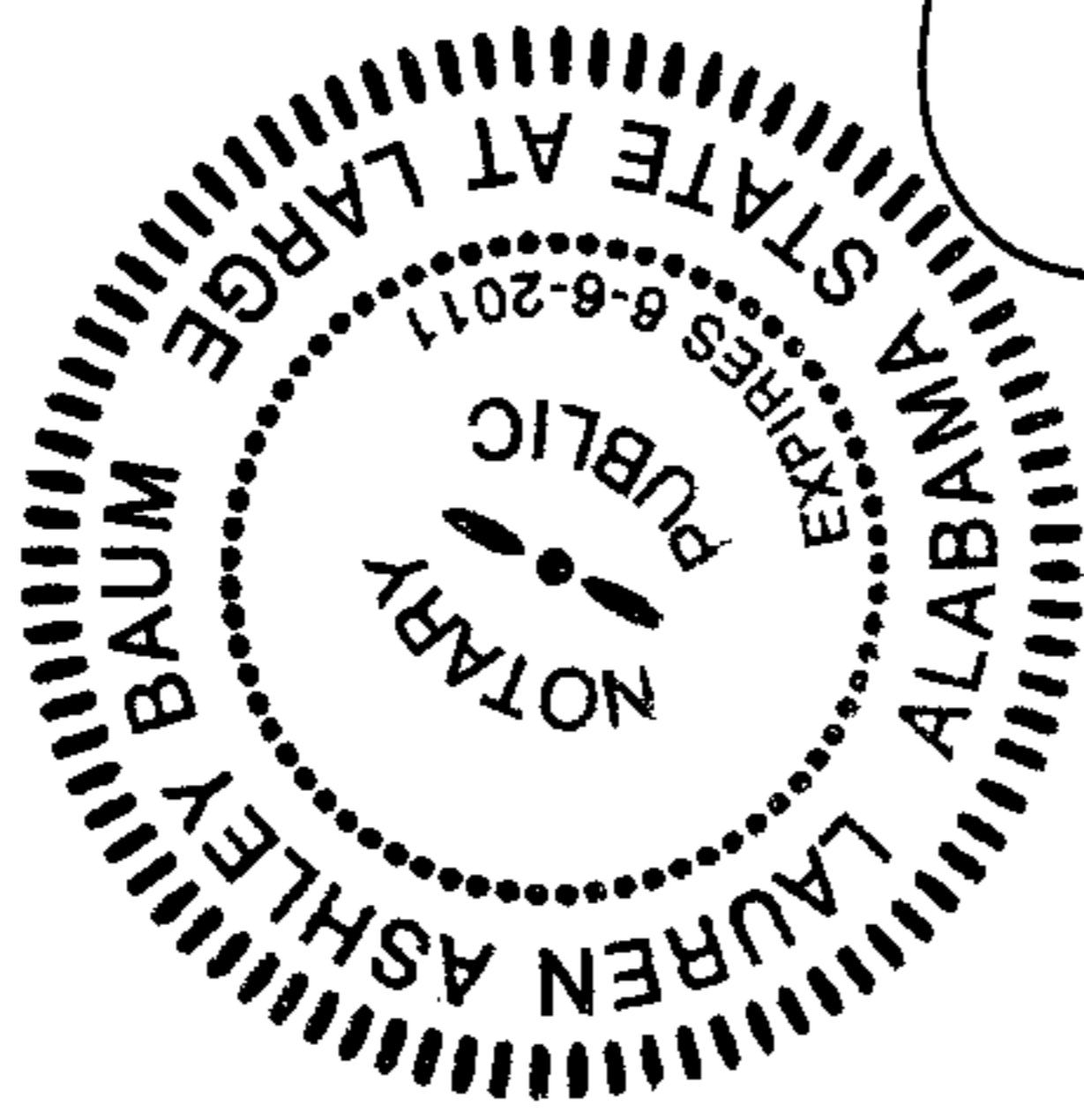
The State of Alabama }  
Jefferson County }

I, Lauren Ashley Baum, a Notary Public, in and for said County in said State, hereby certify that Kristie M. Finberg and Steve C. Finberg, 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 28th day of August, 2010.

(Style of Officer)



**Exhibit A**

Reference Number: 438091792112515

**Legal Description:**



20100916000304300 5/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
09/16/2010 01:23:40 PM FILED/CERT

Lot 862, according to the Survey of Greystone Legacy, 8th Sector, Phase II, as recorded in Map Book 31, Page 54 A, B & C, in the Office of the Judge of Probate of Shelby County, Alabama.