

Tax Parcel Number: 14-8-28-2-008-005.000

Recording Requested By/Return To:

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

This Instrument Prepared by:

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

PLEASE RECORD & RETURN TO:

National Advantage Settlement SVC

329 Forest Grove Rd, Ste 201

Coraopolis, PA 15108

CE - AL10M0RM231

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX2285-0001

Reference Number: A0106052007204730070

**SUBORDINATION AGREEMENT
MORTGAGE**

Effective Date: 9/7/2010

Owner(s): Linda M Morell
MICHAEL A MORELL

Current Lien Amount: \$57,799.61

Senior Lender: Flagstar Bank


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: 961 HADDINGTON DL, PELHAM, AL 35124

SUBORDINATION ONLY_AL V1.0
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Page 1 of 3


20100929000321190 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
09/29/2010 01:15:03 PM FILED/CERT

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.

MICHAEL A. MORELL AND LINDA M. MORELL, AS JOINT TENANTS OF SURVIVORSHIP, 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 Mortgage given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 31st day of July, 2007, which was filed in Instrument # 20070911000425060 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 MICHAEL A MORELL (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 \$275,737.00 (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.

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)

9/7/2010

Date

Christopher L. Wheeler

(Printed Name)

Officer

(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 Sept, 2010, by Christopher L. Wheeler, as Officer 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.

Tamara Padgett Nelson (Notary Public)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 01/31/2013
Tamara Padgett Nelson ID # 7292604




Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Shelby, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 331, ACCORDING TO THE SURVEY OF HADDINGTON PARC AT BALLANTRAE, PHASE 2, AS RECORDED IN MAP BOOK 35, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 14-8-28-2-008-005.000

Commonly known as 961 Haddington Dale, Pelham, AL 35124
However, by showing this address no additional coverage is provided


20100929000321190 4/4 \$21.00
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