

510-1716

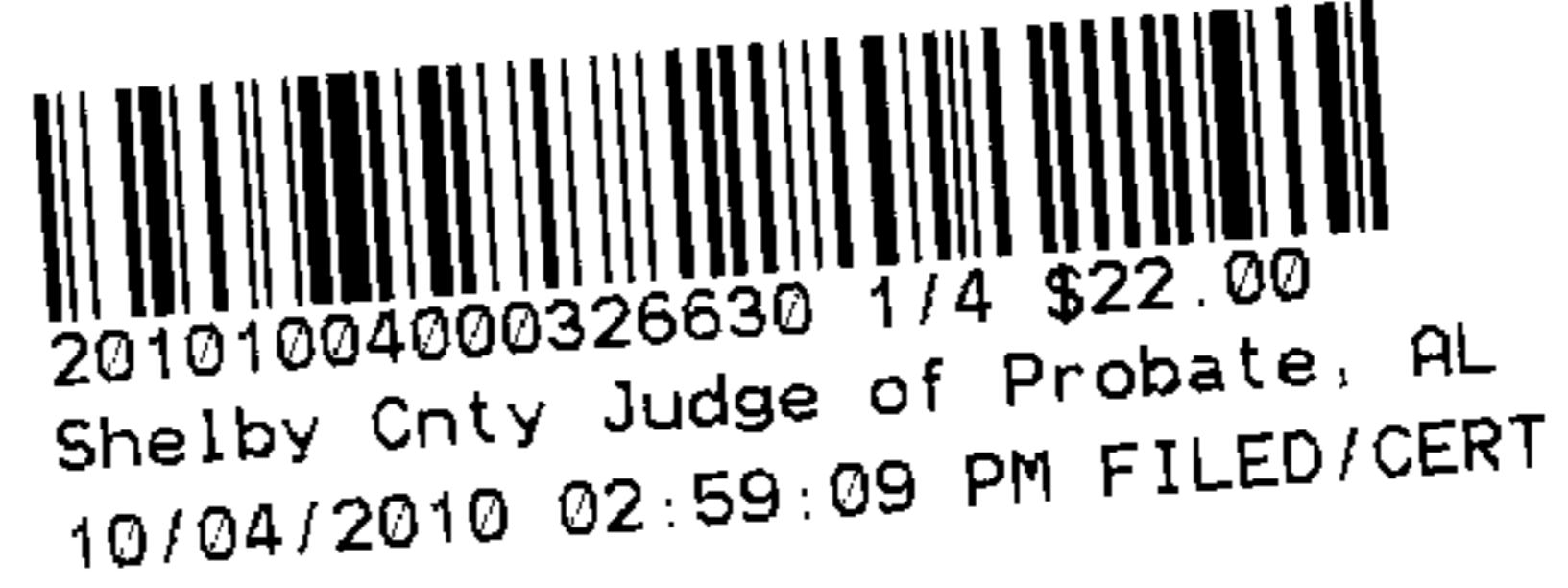
Tax Parcel Number: 039290002072000

Recording Requested By/Return To:

Wells Fargo Bank
Attention: CPS3 - VA0343
P. O. Box 50010
Roanoke, Virginia 24022

This Instrument Prepared by:

Wells Fargo Bank
Lending Solutions - VA 0343
7711 Plantation Road
Roanoke, Virginia 24019



{Space Above This Line for Recording Data}

Account Number: XXXX-XXXX-1025-1832 Visit Number 0834700077

SUBORDINATION AGREEMENT

LINE OF CREDIT

Effective Date: September 2, 2010

Owner(s): James R Krueger
Elizabeth A Krueger

Current Lien Amount \$ 50,000.00

Senior Lender: Wells Fargo Bank N.A. ISAOA/ATIMA

Subordinating Lender: Wells Fargo Bank, NA a successor in interest to Wachovia 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: 3841 Kinross Dr 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.

James R Krueger and Elizabeth A Krueger

(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 Attached Exhibit A

which document is dated the 22 day of December , 2009 , which was filed in Document ID# n/a at page n/a (or as No. 20090102000000560) 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 James R Krueger

(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 \$ 205,000.00 (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.

N/A The Senior Lender has an existing loan in the original principal amount of \$ N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a LINE OF CREDIT MORTGAGE executed by Borrower in favor of LINE OF CREDIT MORTGAGE , as beneficiary and recorded on N/A of the Records of the Probate Judge of the County of N/A , State of Alabama as Instrument No. N/A (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

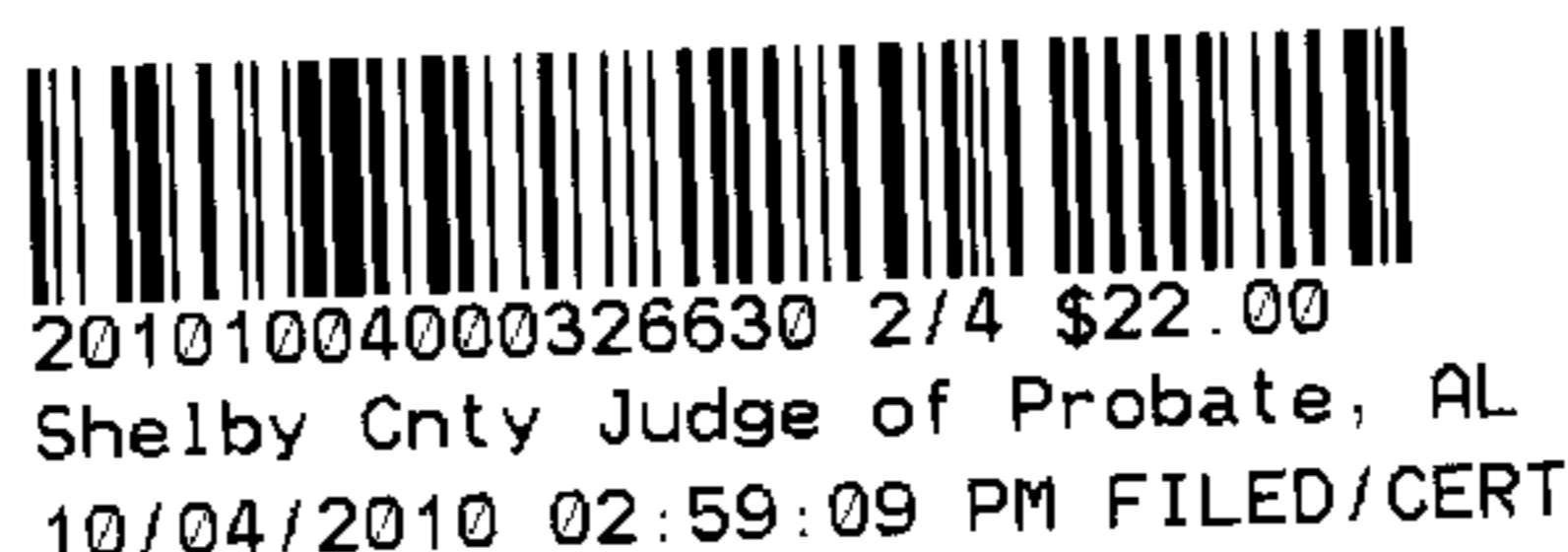
The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

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



Initials: JK
JAMES R KRUEGER
Initials: _____
Initials: _____


2009010200000560 14/14 \$125.00
Shelby Cnty Judge of Probate, AL
01/02/2009 10:52:13AM FILED/CERT


Initials: EL
ELIZABETH A KRUEGER
Initials: _____
Initials: _____

EXHIBIT "A"

Legal Description

Reference Number: 0834700077

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF BIRMINGHAM BEING KNOWN AS LOT 323, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. TAX ID: 039290002072000. AND BEING MORE FULLY DESCRIBED IN DEED BOOK 1999-21459 PAGE. RECORDED ON 1999-05-21 AMONG THE LAND RECORDS OF SHELBY COUNTY, AL. BEING THE SAME PROPERTY CONVEYED TO JAMES R KRUEGER, ELIZABETH A K RUEGER BY DEED FROM STEVEN G YAWN, KELLY J YAWN DATED 1999-05-18, RECORDED 1999-05-21 DEED BOOK 1999-21459 PAGE .. PARCEL ID NUMBER: 039290002072000


20101004000326630 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
10/04/2010 02:59:09 PM FILED/CERT