



20101006000331190 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/06/2010 11:08:40 AM FILED/CERT

Tax Parcel Number: 09-2-04-0-003-028-000

**Recording requested by: LSI**

**When recorded return to :**

**Custom Recording Solutions**

**2550 N. Redhill Ave.**

**Santa Ana, CA. 92705** 9201908

**800-756-3524 Ext. 5011**

**This Instrument Prepared by:**

Wells Fargo Bank

Lending Solutions- VA - 0343

7711 Plantation Road

Roanoke, Virginia 24019

Donna Blake

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AL- 9201908 {Space Above This Line for Recording Data} 0003912684-198  
Visit Number: 0714396408

**SUBORDINATION AGREEMENT  
LINE OF CREDIT**

Effective Date: July 23, 2010

Owner(s): Warren Brad Bailey

Lori G. Bailey

Current Lien Amount \$ 93,000.00

Senior Lender: Wells Fargo Bank, N.A.

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

Property Address: 1432 Highland Lakes Trail, 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.

Warren Brad Bailey and Lori G. Bailey  
(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

non 6/29/2007

which document is dated the 31 day of May, 2007, which was filed in Instrument#2007-0629000307810 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 Warren Brad Bailey and Lori G. Bailey

(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 \$ 218,870.00 (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.

To be recorded concurrently with the Deed of Trust dated 9/30/2010  
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, N.A.

By Donna Blake  
(Signature)

7-27-2010  
Date

Donna Blake  
Assistant Secretary  
(Printed Name) 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 27 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)



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

Marcella M. Lowry



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Order ID: 9639208

Loan No.: 0310020789

EXHIBIT A  
LEGAL DESCRIPTION

The following described property:

Lot 1, Block 1, Highland Heights 6th Addition. County of Washington, State of Minnesota.

Assessor's Parcel Number: 15-028-21-22-0089