201010060000331190 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. 920/908 Santa Ana, CA. 92705

800-756-3524 Ext. 5011

This Instrument Prepared by:

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

AL- 9201908 Space Above This Line for Recording Data}

Visit Number: 0714396408

SUBORDINATION AGREEMENT LINE OF CREDIT

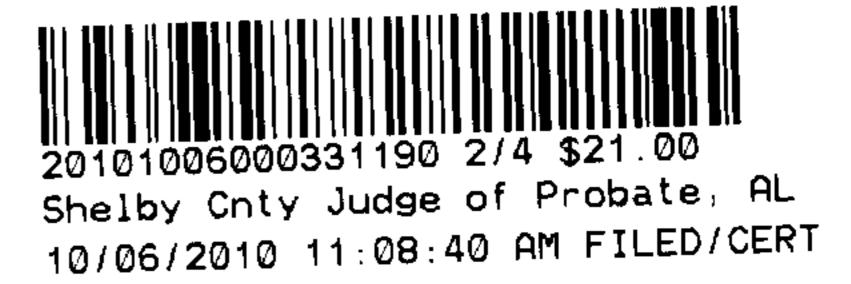
Effective Date: July 23,2010 Owner(s): Warren Brad Bailey Lori G. Bailey

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:

non 6/29/2007 , 2007, which was filed in Instrument#2007which document is dated the 31 day of May) of the Records of the 0629000307810 (or as No. n/a at page n/a 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

See Schedule A

(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 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is to exceed \$ 218,870.00 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.

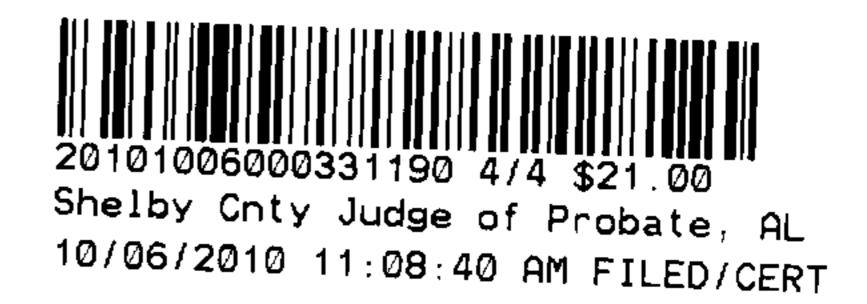
C. Signatures and Acknowledgements

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	1-27-2012
(Signature) Donna Blake Assistant Secretary	Date
(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 administer oaths this day of	public or other official qualified to QQ, as amed above, on behalf of said
Subordinating Lender pursuant to authority granted by its Board of Directors. S/h	ne is personally known to me or has
produced satisfactory proof of his/her identity.	
Embossed Hereon is My Commonwealth of VA Notary Public Seal - County of Roanoke My commission expires 07/31/2013 Marcella M. Lowry ID # 7294704	

Page 3 of 3

Marcella M. Loury



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