



20101006000331820 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
10/06/2010 01:09:23 PM FILED/CERT

Tax Parcel Number: N/a

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave. 9672861
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

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-XXX0663-1998

Reference Number: A0106052010125980001

SUBORDINATION AGREEMENT
LINE OF CREDIT MORTGAGE

Effective Date: 9/1/2010

Owner(s): JOHN M ROBERTS
STACY C ROBERTS

Current Lien Amount: \$50,000.00

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. 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: 1042 WATERMILL CIR, BIRMINGHAM, AL 35242



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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.

JOHN M. ROBERTS AND STACY C. ROBERTS, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (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
Recorded 6/14/2010

which document is dated the 21st day of May, 2010, which was filed in Instrument # 20100614000188800 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 JOHN M ROBERTS (individually and collectively "Borrower") by the Subordinating Lender.

To be recorded concurrently with Mortgage dated 9/30/2010

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$310,563.00 (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.


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Order ID: 9672861
Loan No.: 0310486832

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 339, according to the Map of Highland Lakes, 3rd Sector, Phase V, and Eddleman Community,
as recorded in Map Book 24, page 60, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 092040003154000