



20101013000339960 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
10/13/2010 12:26:22 PM FILED/CERT

Tax Parcel Number: N/A

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-1022-0423 Visit Number 0734795915

SUBORDINATION AGREEMENT

INDEX AS A MODIFICATION OF LINE OF CREDIT

Effective Date: SEPTEMBER 8, 2010

Owner(s): DAVID WALSH
STEPHANIE WALSH

Current Line of Credit Recorded Commitment \$ 90,878.00 being reduced to \$ 16,150.00

Senior Lender: Henger Rast Mortgage Corp., ISAOA, ATRIMA

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 line of credit agreement owned by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan owned by the Wells Fargo Home Mortgage Group.

Property Address: 5240 LOGAN 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.

DAVID WALSH AND STEPHANIE WALSH

(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 Schedule A

which document is dated the 19 day of DECEMBER, 2007, which was filed in Instrument# 20080118000025950 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 DAVID GIBSON WALSH AND STEPHANIE WALSH

(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 \$ 142,100.00 (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. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$ 90,878.00 to \$ 16,150.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 90,878.00 to \$ 16,150.00.

C. 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.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their 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 Lisa Sowers
(Signature)

9-28-2010
Date

Lisa Sowers
(Printed Name) Asst. 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 28 day of Sept, 2010, by Lisa Sowers, as A VP 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 Franklin (Notary Public)



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BORROWER/OWNER:

David Walsh
(Signature)

10-8-10
(Date)

DAVID WALSH
(Printed Name)

Stephanie Walsh
(Signature)

10-8-10
(Date)

STEPHANIE WALSH
(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)


(Printed Name)

(Signature)

(Date)

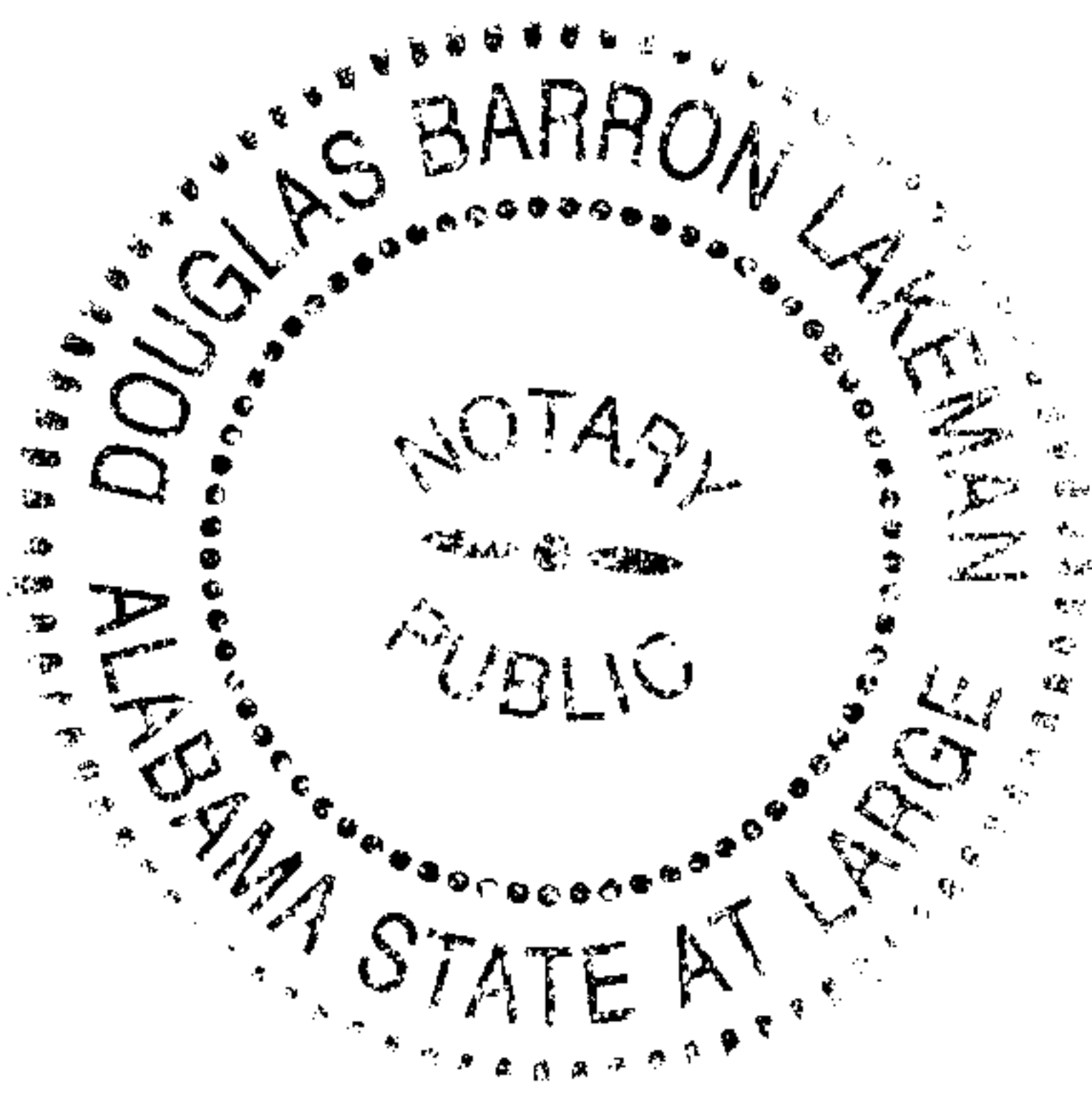
(Printed Name)


**For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL**


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The State of Alabama }
Shelby County }


I, the undersigned, hereby certify that David Walsh and
Stephanie Walsh whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the
same voluntarily on the day the same bears date. Given under my hand this 8th day of
October, 2010.




(Style of Officer)

DOUGLAS BARRON LAKEMAN
COMMISSION EXPIRES 3/3/12

H347FJ19



20080118000025950 14/14 \$186.35
Shelby Cnty Judge of Probate, AL
01/18/2008 02:58:57PM FILED/CERT

SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF SHELBY, AND STATE OF ALABAMA, DESCRIBED AS FOLLOWS:

LOT 3, BLOCK 11, ACCORDING TO THE MAP AND SURVEY OF BROKEN BOW SOUTH, AS RECORDED IN MAP BOOK 11, PAGE 82, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PROPERTY ADDRESS: 5240 LOGAN DR


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