


Tax Parcel Number: 10-1-12-0-001-001-137


20101025000354860 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
10/25/2010 09:52:23 AM FILED/CERT

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-1016-0256 Visit Number 0710996486

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF LINE OF CREDIT

Effective Date: September 28, 2010

Owner(s): CHARLES W HARTSFIELD
JENNIFER HARTSFIELD

Current Line of Credit Recorded Commitment \$ 122,000.00 being reduced to \$ 85,200.00 .

Senior Lender: Hometown Mortgage Services, Inc., 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: 5399 HARVEST RIDGE LANE, 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.

CHARLES W HARTSFIELD AND JENNIFER HARTSFIELD

(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 9 day of MAY, 2007, which was filed in Instrument# 20070530000250520 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 CHARLES W HARTSFIELD AND JENNIFER HARTSFIELD

(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 \$ 142,000.00 (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.

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 \$ 122,000.00 to \$ 85,200.00.

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 \$ 122,000.00 to \$ 85,200.00.

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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 
(Signature)

9.29.10
Date

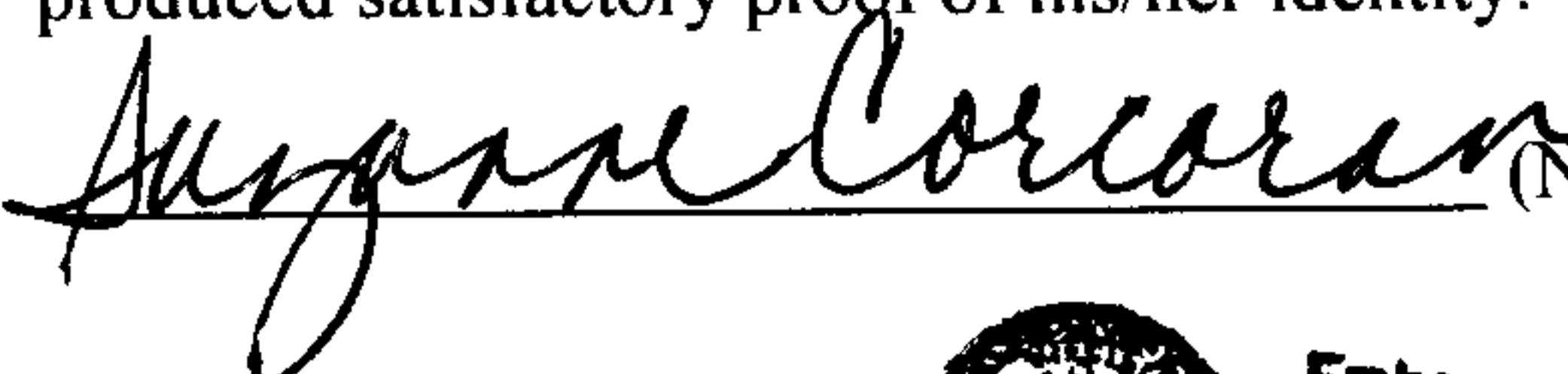
Donna Blake
(Printed Name)
Assistant Secretary
And Assistant Vice President

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia)
)ss.
COUNTY OF Roanoke)

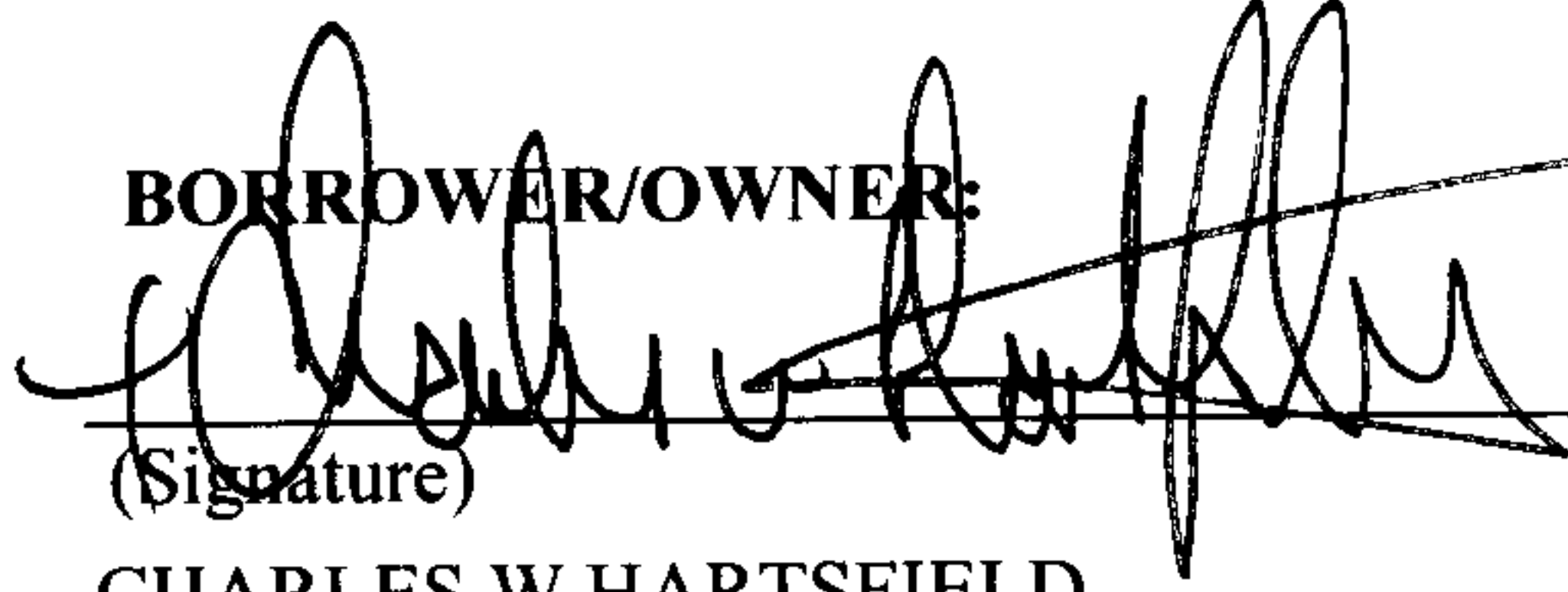
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 29 day of Sept, 2010, by Donna Blake, as AVP of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

 (Notary Public)

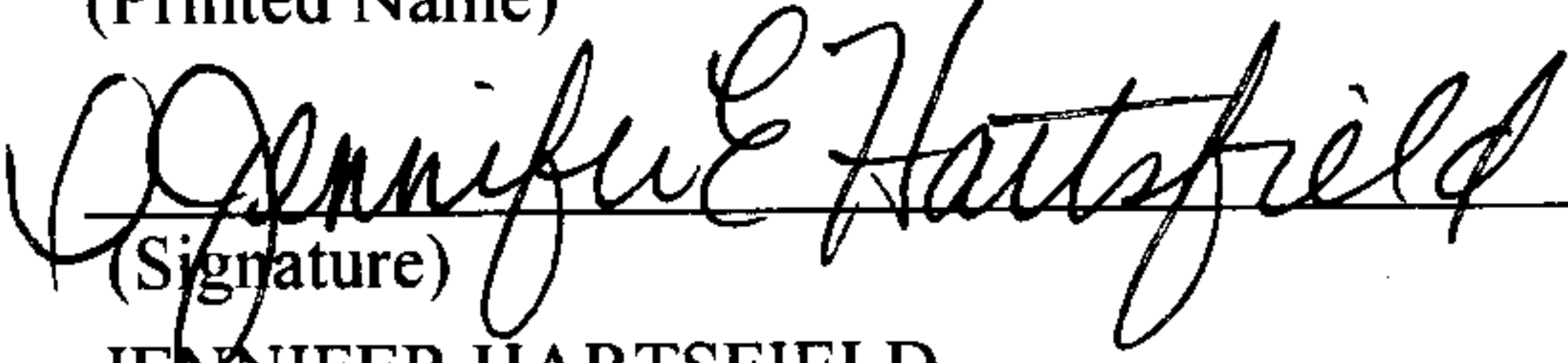


Embossed Hereon is My Commonwealth of VA
Notary Public Seal - City of Roanoke
My commission expires 06/30/2013
Suzanne Corcoran ID # 7301168

BORROWER/OWNER:



CHARLES W HARTSFIELD
(Printed Name)



JENNIFER HARTSFIELD
(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

(Printed Name)

(Signature)

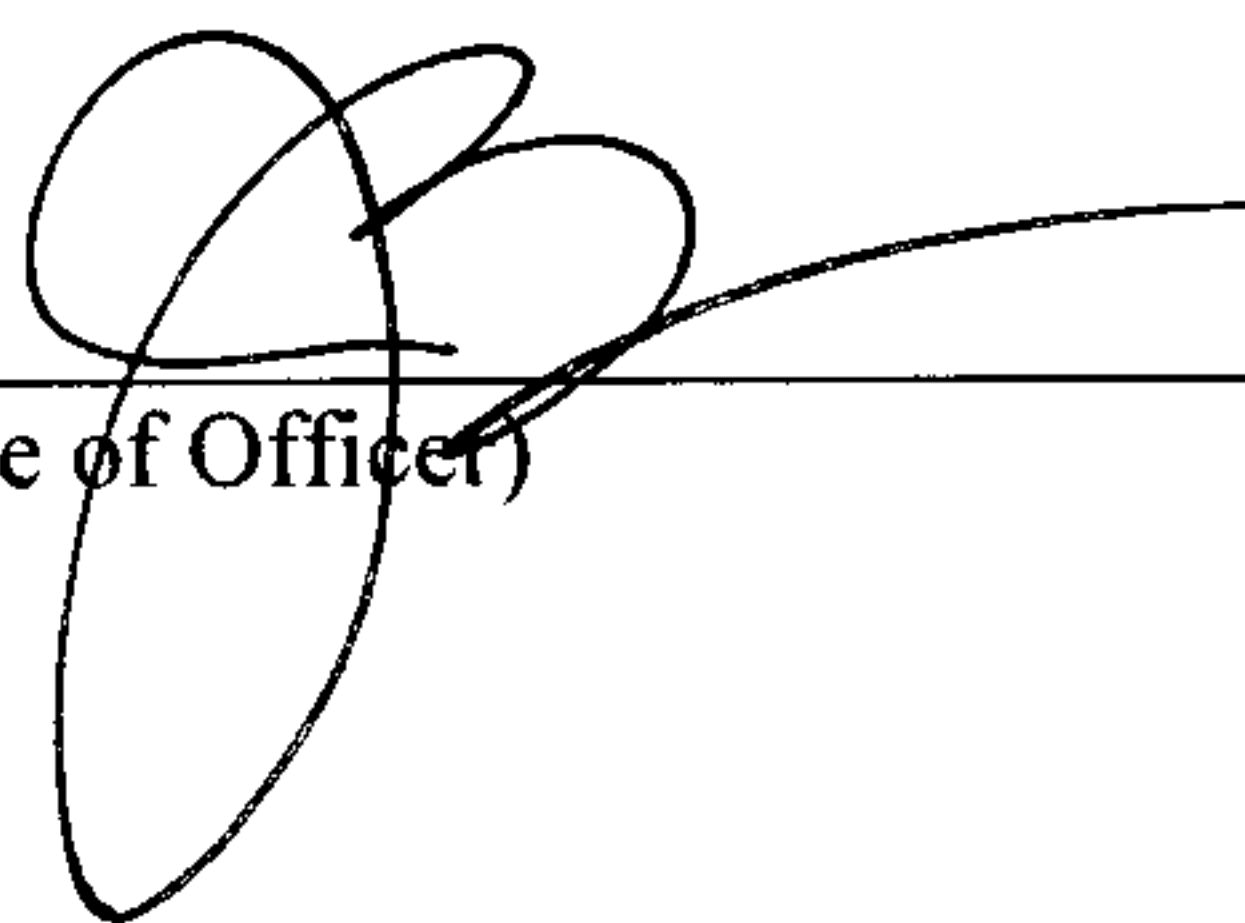
(Printed Name)

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

20101025000354860 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
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The State of Alabama }
Jefferson County }

I, Jennifer L. Bank, hereby certify that Charles M. Hartsfield
Jennifer Hartsfield 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 12th day of
October, 2010.


(Style of Officer)

