20101229000435740 1/6 $29.00
Shelby Cnty Judge of Probate, AL
12/29/2010 07:27:07 AM FILED/CERT

Tax Parcel Number: 155220000004022

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

Recording Requested by &
When Recorded Return To:
Indecomm US Recordings
2925 Country Drive
St. Paul, MN 55117
76864579/2

{Space Above This Line for Recording Data} 55340357 -

(2)

Account Number: XXXX-XXXX-1021-2099 Visit Number 0728390518 884327

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF LINE OF CREDIT

Effective Date: 11/15/2010

Rec. 2nd

Owner(s): Jerry A Davis
Sharon D Davis

Current Line of Credit Recorded Commitment $ 195,000.00 being reduced to $ 139,000.00

Senior Lender: MERS, Inc., as nominee for Quicken Loans, Inc.

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: 288 Twelve Oaks Cr, Chelsea, AL 35043

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.

Jerry A Davis and Sharon D Davis

(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 N/A

which document is dated the 31 day of October, 2007, which was filed in Instrument# 20071120000530450 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
Jerry A Davis and Sharon D Davis

(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 $ 209,100.00 (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 $ 195,000.00 to $ 139,000.00 .

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 $ 195,000.00 to $ 139,000.00 .

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 ______________________ 11-15-10
(Signature) Date

Christopher L. Wheeler
(Printed Name)

Officer
(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 15 day of Nov, 2010, by Christopher L. Wheeler, as Officer 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.

Susan F. Woods (Notary Public)
Susan F. Woods

Embossed Hereon is My Commonwealth of VA
Notary Public Seal - City of Roanoke
My commission expires 12/31/2011
Susan F. Woods ID # 7134638

BORROWER/OWNER:

Jerry A. Davis | 11-29-10
(Signature) | (Date) ~~11-29-10~~ JAD
Jerry A Davis ~~Jerry A Davis~~ JAD
(Printed Name)

Sharon D Davis | 11-29-10
(Signature) | (Date)
Sharon D Davis
(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)

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

The State of Al }
Shelby County }

I, BONA Brown, hereby certify that Jerry A. Davis Sharon D Davis 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 29 day of November, 2010.

Bona Brown
(Style of Officer) Notary
Commission Expiration date - 04/29/14
Bona Brown

20101229000435740 6/6 $29.00
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EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 155220000004022

Land Situated in the County of Shelby in the State of AL

Lot 9-A, according to the Map of the resubdivision of Lots 9, 10 and 11 of the Amended Map of Twelve Oaks, as recorded in Map Book 16, Page 142, in the Office of the Judge of Probate, Shelby County, Alabama.

Commonly known as: 288 Twelve Oaks Circle , Chelsea, AL 35043-9705

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1632 12/21/2010 76864579/2