

Tax Parcel Number: 10-2-09-0-002-004-000

20110106000005510 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/06/2011 10:56:52 AM FILED/CERT

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

2550 N. Redhill Ave.

Santa Ana, CA. 92705

800-756-3524 Ext. 5011

This Instrument Prepared by: Christopher L Wheeler

Wells Fargo Bank

Lending Solutions - VA 0343

7711 Plantation Road

Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Account Number: XXXX-XXXX-1007-2352

Visit Number

0619300097

SUBORDINATION AGREEMENT

OPEN-END MORTGAGE

Effective Date: October 15, 2010

Owner(s): Hiram Clay King , Husband
Tracy K King , wife

Current Lien Amount \$ 97,800.00

Senior Lender: WELLS FARGO BANK, N.A.

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 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: 623 Bayhill Rd Birmingham, AL 35244

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.

Hiram Clay King and Tracy K King, *husband and wife*

(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 OPEN-END MORTGAGE given by the Owner, covering that real property, more particularly described as follows:

Exhibit A
See Attached ~~Schedule A~~ *AL*

recorded 8/25/06

which document is dated the 28 day of July, 2006, which was filed in Instrument# 20060825000419000 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 Hiram Clay King and Tracy K King

(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 \$ 240,295.00 (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.
- To be recorded concurrently with Mortgage dated 12/31/10*
- ☐ N/A The Senior Lender has an existing loan in the original principal amount of \$ N/A (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a OPEN-END MORTGAGE executed by Borrower in favor of OPEN-END MORTGAGE, as beneficiary and recorded on N/A of the Records of the Probate Judge of the County of, State of Alabama as Instrument No. N/A (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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



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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.

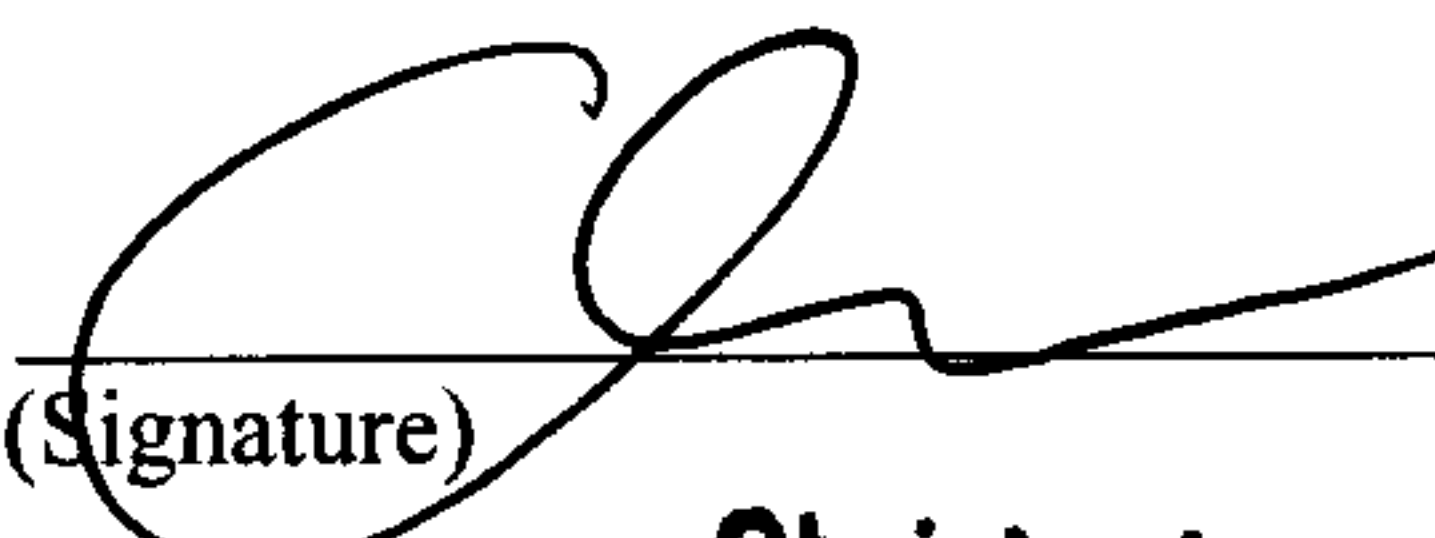
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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:

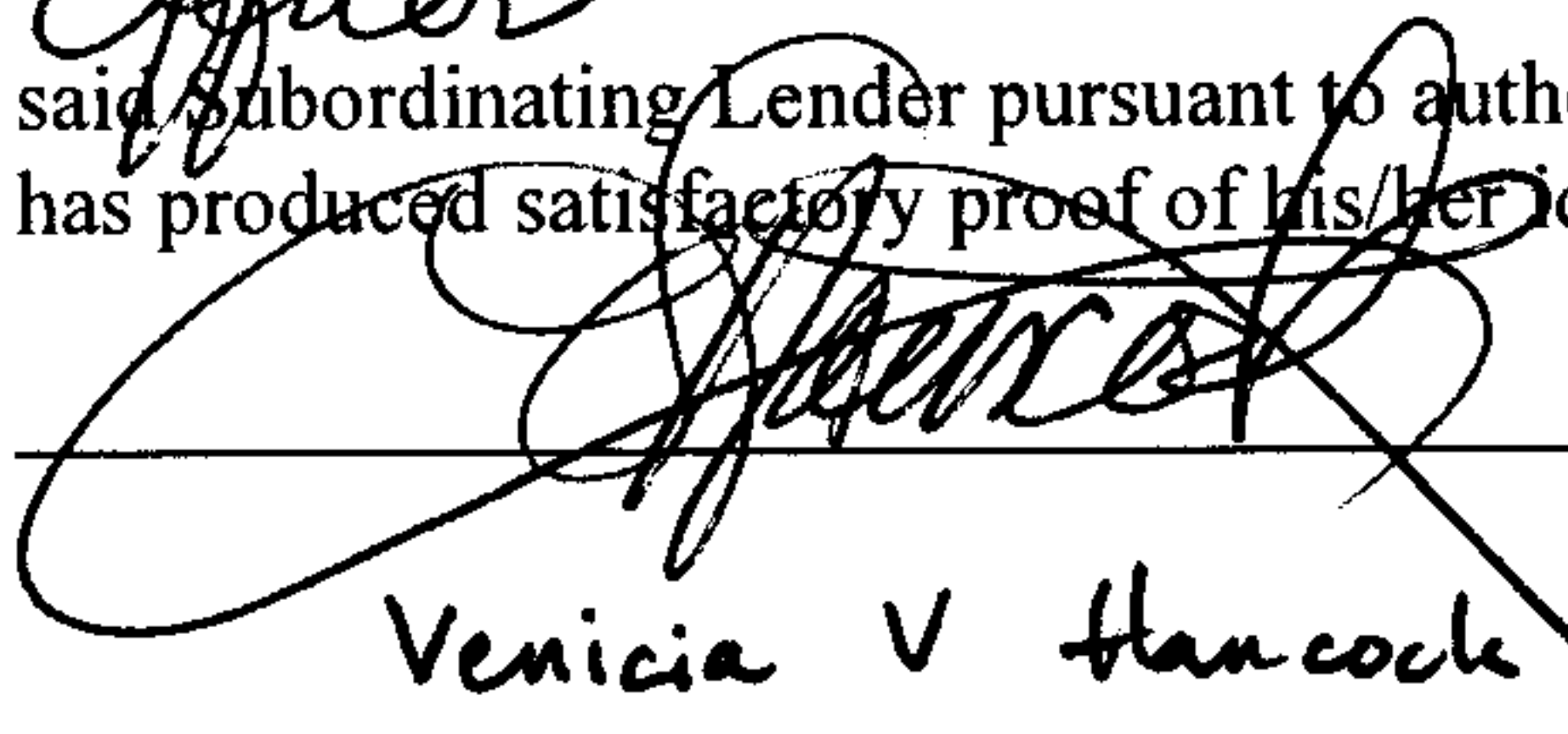
Wells Fargo Bank, NA a successor in interest to Wachovia Bank, N.A.

By  10.18.10
 (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 18 day of Oct, 10, 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.

 (Notary Public)
 Venicia V. Hancock



Embossed Hereon is My Commonwealth of VA
 Notary Public Seal - City of Roanoke
 My commission expires 01/31/2014
 Venicia V. Hancock ID # 7054292

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Order ID: 10119167
Loan No.: 0316738319

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 4, according to the Survey of Heatherwood Forest, Sector 1, as recorded in Map Book 13, Page 144, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 102090002004000