

Tax Parcel Number: 03-8-28-0-001-006-022

Recording Requested By/Return To:

Wells Fargo Bank
Attention: CPS3 - VA0343
P. O. Box 31557
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-1018-0395 Visit Number 0714396105

**SUBORDINATION AGREEMENT FOR
MODIFICATION OF HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 12/20/2010

Owner(s): ROBERT T MALLORY JR AND
JILL S MALLORY, HIS WIFE

Current Line of Credit Recorded Commitment \$ 300,000.00 being reduced to \$ 233,000.00

Senior Lender: Principal Mortgage, LLC

Subordinating Lender: Wells Fargo Bank, N.A. as 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: 5125 GREYSTONE WAY; 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.

ROBERT T MALLORY JR and JILL S MALLORY

(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 HOME EQUITY LINE OF CREDIT MORTGAGE (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached Schedule A

which document is dated the 27 day of JUNE, 2007, which was filed in Instrument# 20070719000338910 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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to ROBERT T MALLORY JR; JILL S MALLORY (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 \$ 295,000.00 (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 \$ 300,000.00 to \$ 233,000.00.

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 \$ 300,000.00 to \$ 233,000.00.

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, N.A. as a successor in interest to Wachovia Bank, N.A

By [Signature]
(Signature)

12.13.10
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 13 day of Dec, 10, by Christopher L Wheeler as Officer of Wells Fargo Bank, N.A., 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.

[Signature] (Notary Public)



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



20110114000013820 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/14/2011 08:58:57 AM FILED/CERT

BORROWER/OWNER:

Robert T. Mallory Jr
(Signature)

12/17/10
(Date)

ROBERT T MALLORY JR
(Printed Name)

Jill S Mallory
(Signature)

12-17-10
(Date)

JILL S MALLORY
(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

(Date)

(Printed Name)

(Signature)

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(Date)

(Printed Name)

20110114000013820 5/6 \$27.00
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**For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL**


The State of Alabama }
Shelby County }

I, the undersigned, hereby certify that Robert T. Maffey, Jr.
and Jill S. Maffey 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 17 day of
December, 2010.



Valerie A. England
(Notary of Officer)

EXHIBIT A
LEGAL DESCRIPTION


20110114000013820 6/6 \$27.00
Shelby Cnty Judge of Probate, AL
01/14/2011 08:58:57 AM FILED/CERT

LOT 33, ACCORDING TO THE SURVEY OF GREYSTONE, 4TH SECTOR, AS
RECORDED IN MAP BOOK 16, PAGE 89 A, B & C, IN THE PROBATE OFFICE OF
SHELBY COUNTY, ALABAMA.