



20110204000040590 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/04/2011 12:42:08 PM FILED/CERT

Tax Parcel Number: 09-2-04-0-003-025-000

Recording requested by: LSI

When recorded return to :

Custom Recording Solutions

5 Peters Canyon Road

Irvine, CA 92606 10702841

800-756-3524 Ext. 5011

This Instrument Prepared by:

Wells Fargo Bank

Lending Solutions - VA 0343

7711 Plantation Road

Roanoke, Virginia 24019

Christopher L. Wheeler

{Space Above This Line for Recording Data}

AL-10702841 0003954738-203
Account Number: xxxx-xxxx-1010-2464 Visit Number 0631290333

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

Effective Date: 12/23/2010

Owner(s): DEBORAH L DANSON

SCOTT B DANSON

Current Lien Amount \$ 48,152.00

Senior Lender: WELLS FARGO BANK N.A.

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: 1418 HIGHLAND LAKES TRAIL; 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.

DEBORAH L DANSON and SCOTT B DANSON

(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:

Recorded 12/16/06 See Attached Schedule A
which document is dated the 14 day of NOVEMBER, 2006, which was filed in Instrument#
20061206000590280 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 DEBORAH L DANSON; SCOTT B DANSON
Record concurrently with Mortgage dated 1/31/11
(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 \$ 241,611.00 (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.

☐ 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 N/A executed by Borrower in favor of N/A, as beneficiary and recorded on N/A of the Records of the Probate Judge of the County of N/A, 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

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

By 
(Signature)

12-23-10
Date

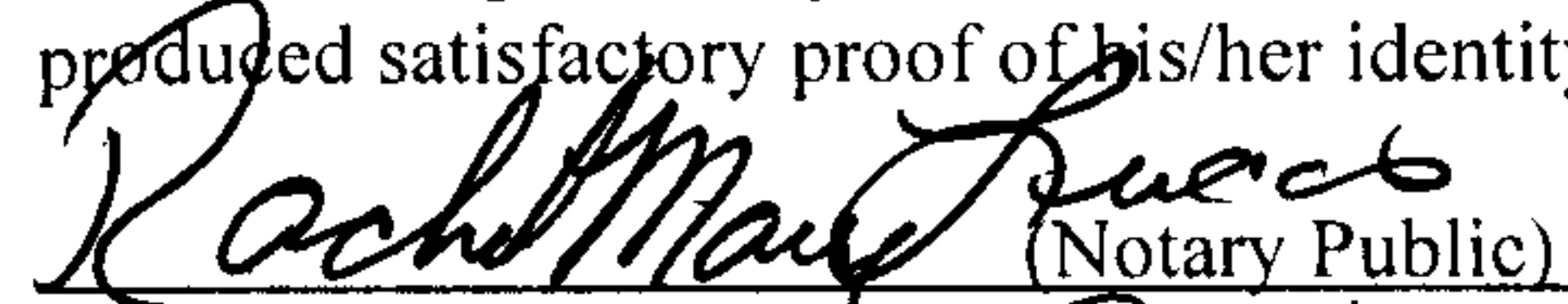
Christopher L Wheeler
(Printed Name)

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 23 day of Dec, 2010, by Christopher 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.


(Notary Public)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - County of Roanoke
My commission expires 07/31/2013
Rachel Mary Lucas ID # 7288173

Rachel Mary Lucas



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Order ID: 10702841

Loan No.: 0317380806

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 306, according to the Amended Map and Survey of Highland Lakes, 3rd Sector, Phase I, an Eddleman Community, as recorded in Map Book 21, page 124, in the Probate Office of Shelby County, Alabama, Being situated in Shelby County, Alabama. Together with a nonexclusive easement to use the private roadways, common areas, all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded under Instrument Number 1994-07111 and amended under Instrument Number 1996-71544 in the Probate Office of Shelby County, Alabama (which together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration")

Assessor's Parcel Number: 032040003025000