


Tax Parcel Number: 03-8-27-0-007-004-000

  
20110215000053510 1/5 \$24.00  
Shelby Cnty Judge of Probate, AL  
02/15/2011 01:23:59 PM FILED/CERT

**Recording Requested By/Return To:**

Wells Fargo Bank  
Attention: CPS3 - VA0343  
P. O. Box 50010  
Roanoke, Virginia 24022

**This Instrument Prepared by:**

Barbara Edwards  
Work Director  
Wells Fargo Bank  
Lending Solutions - VA 0343  
7711 Plantation Road  
Roanoke, Virginia 24019

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{Space Above This Line for Recording Data}

Account Number: XXXX-XXXX-1018-3464      Visit Number      0715691141

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT**

Effective Date: January 21, 2011

Owner(s): Michael S. Beckenstein  
              Colleen Beckenstein

Current Lien Amount \$ 156,216.00

Senior Lender: Wells Fargo Bank, NA, ISAOA/ATIMA

Subordinating Lender: Wells Fargo Bank, NA a successor in interest to Wachovia Bank, NA

*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: 6025 Rosemont Rd., 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.

Michael S. Beckenstein and Colleen Beckenstein

(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 (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 21 day of June, 2007, which was filed in Instrument# 20070905000416200 at page NA (or as No. NA ) 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 Michael S. Beckenstein

(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 \$ 273,000.00 (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.

N/A The Senior Lender has an existing loan in the original principal amount of \$ (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 executed by Borrower in favor of, as beneficiary and recorded on of the Records of the Probate Judge of the County of, State of Alabama as Mortgage Book (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

By   
(Signature)

01/24/2011  
Date

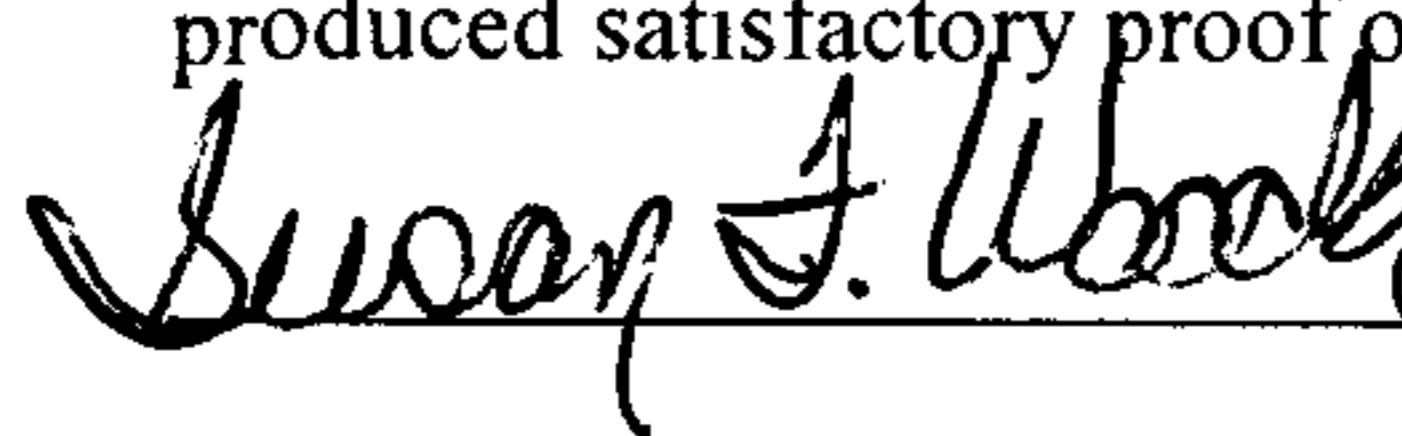
Christopher L. Wheeler  
(Printed Name)

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 24<sup>th</sup> day of January 2011, 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.

 (Notary Public)



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

20110215000053510 4/5 \$24.00  
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20070905000416200 14/14 \$284.45  
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09/05/2007 09:55:18AM FILED/CERT

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### SCHEDULE A

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,  
ALABAMA, TO WIT:

LOT 4, ACCORDING TO THE SURVEY OF GREYSTONE 7 SECTOR, PHASE  
2, AS RECORDED IN MAP BOOK 19 PAGE 121, IN THE PROBATE OFFICE OF  
SHELBY COUNTY, ALABAMA.

KNOWN: 6025 ROSEMONT RD

PARCEL: 03-8-27-0-007-004-000



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ADDITIONAL INSTRUCTIONS (IF APPLICABLE):

NA

The issuance of this subordination agreement cancels any outstanding Demand Statement for this account. Funds received on the account will be used to "paydown" the balance, the account will not be closed. Should the subordination be canceled after you receive our documents, please fax us a cancellation request. Our fax number is (866) 504-2683.

If you have any questions, please contacts at (800) 815-1722, option 2.

Customer Specialty Services  
**Wells Fargo Bank**