


Tax Parcel Number: N/A

  
20110216000054880 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/16/2011 01:28:25 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-4027-6163      Visit Number      0003902521

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 01/28/2011

Owner(s): GREGORY A SANKEY  
CATHERINE E SANKEY

Current Lien Amount \$ 40,000.00

Senior Lender: WELLS FARGO BANK, N.A., ISAOA, ATRIMA

Subordinating Lender: Wells Fargo Bank, N.A. as a successor in interest to SouthTrust Mortgage Corporation

*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: 3253 BROOK HIGHLAND TRACE, 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.

GREGORY A SANKEY and CATHERINE E SANKEY

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

See Attached Exhibit A

which document is dated the 29 day of November, 2004, which was filed in Instrument# 20050113000020460 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 GREGORY A SANKEY and CATHERINE E SANKEY

(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 \$ 251,000.00 (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 \$ 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 Mortgage Book 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 SouthTrust Mortgage Corporation

By [Signature]  
(Signature)

1/28/11  
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 28 day of Jan, 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.

[Signature] (Notary Public)

Notary Public for the Commonwealth of VA  
City of Lynchburg  
Expires 03/31/2012  
10-4-5457112



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EXHIBIT A  
"LEGAL DESCRIPTION"

LOT 14, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 1ST  
SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 62 A & B, IN THE  
PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; THIS BEING THE  
SAME PREMISES AS CONVEYED TO GREGORY A. SANKEY AND CATHERINE  
E. SANKEY BY DEED FROM WALTER J. DECASTRO AND BETTY W.  
DECASTRO.