Tax Parcel Number: 09-3-06-0-006-012-000

Recording Requested By & Return To: Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa, PA 15001

#### This Instrument Prepared by:

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

### **{Space Above This Line for Recording Data}**

Account Number: XXXX-XXXX-1019-9759

Visit Number

0723996030

# SUBORDINATION AGREEMENT FOR

MODIFICATION OF LINE OF CREDIT MORTGAGE

Effective Date: 2/28/2011

Owner(s): MARK C ALDRIDGE

DIANE R ALDRIDGE

Current Line of Credit Recorded Commitment \$ 60,000.00

being reduced to \$ 39,500.00

Senior Lender: USAA Federal Savings Bank ISAOA/ATRIMA

Subordinating Lender: WELLS FARGO BANK, N.A., A SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION

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: 1177 EAGLE PARK RD; BIRMINGHAM, AL 35242

SUBMOD\_AL

30.

. 1

20110405000105030 1/6 \$28.00 Shelby Cnty Judge of Probate, AL 04/05/2011 11:23:47 AM FILED/CERT

Page 1 of 5

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.

MARK C ALDRIDGE AND DIANE R ALDRIDGE

(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 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 12 day of September , 2007, which was filed in Instrument# 20071003000461720 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 MARK C ALDRIDGE; DIANE R ALDRIDGE (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 \$ 178,000.00 (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 \$ 60,000.00 to \$ 39,500.00 .

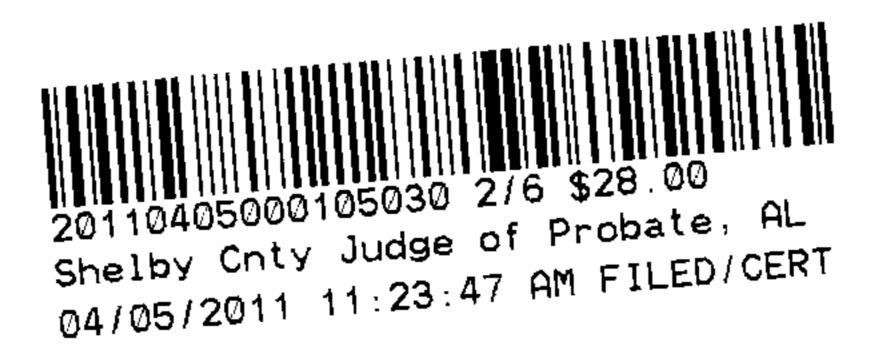
By signing this Agreement below, the Borrower agrees to this change.

# Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$ 60,000.00 to \$ 39,500.00 .

#### C. General Terms and Conditions

SUBMOD AL



Page 2 of 5

**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., A SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION By (Signature) Date Christopher L. Wheeler (Printed Name) Officer (Title) FOR NOTARIZATION OF LENDER PERSONNEL STATE Of Virginia **)**\$\$. COUNTY OF Roanoke The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to 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. Embossed Hereon is My Commonwealth of VA Notary Public Seal - City of Roanoke My commission expires 12/31/2011 Susan F. Woods ID # 7194638 20110405000105030 3/6 \$28.00 Thelby Cnty Judge of Decision

Shelby Cnty Judge of Probate, AL

04/05/2011 11:23:47 AM FILED/CERT

SUBMOD\_AL

Page 3 of 5



BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

May CAldredge	3-15-11
(Signature) MARK C ALDRIDGE	(Date)
Drane Balde	1das 3-15-11
(Signature) DIANER ALDRIDGE	(Date)
(Signature)	(Date)
(Signature) MARK C ALDRIDGE	3-15-1
(Signature) MARK C ALDRIDGE	(Date)  day / 3-15-11
(Signature) DIANE R ALDRIDGE	(Date)
(Signature)	(Date)

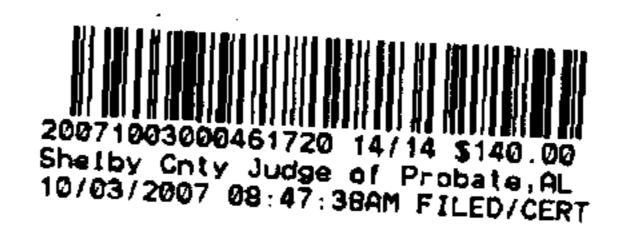
# For An Individual Trustee Borrower:

ACKNOWLEDGMENT	FOR AN OFFICIAL (	JR OTHER PERSON I	N REPRESENTATIVE
CAPACITY			

The State of Alabama	}		; ; !
Shelby	County }		
I, Frances W. Gable	, а	notary	, in and for said County in
said State, hereby certify that	Mark C.	Aldridge	·
and Diane R. Ald	lridge	<del>11</del>	, whose name as
	is signed	to the foregoing conve	eyance and who is known to me,
acknowledged before me on this day	that, being infor	med of the contents of	the conveyance, he, in his capacity
as suchthey	, execut	ed the same voluntaril	y on the day the same bears date.
Given under my hand this the 15t	<u>h</u> day of _	March	, 201_1.

(Style of Officer)

20110405000105030 5/6 \$28.00 20110405000105030 5/6 \$28.00 Shelby Cnty Judge of Probate, AL 04/05/2011 11:23:47 AM FILED/CERT



H2580686

# **SCHEDULE A**

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

LOT 16, ACCORDING TO THE SURVEY OF EAGLE POINT 12 SECTOR, PHASE 1, AS RECORDED IN MAP BOOK 22 PAGE 043, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

KNOWN: 1177 EAGLE PARK RD

PARCEL: 09-3-06-0-006-012-000

20110405000105030 6/6 \$28.00 20110405000105030 6/6 \$28.00 Shelby Cnty Judge of Probate, AL 04/05/2011 11:23:47 AM FILED/CERT