

Tax Parcel Number: 117260001023000

Recording Requested By/Return To:

Wells Fargo Bank
Doc Mgmt - MAC R4058-030
P. O. Box 50010
Roanoke, Virginia 24022



20110526000156670 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
05/26/2011 02:59:21 PM FILED/CERT

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-1023-7500 Visit Number 0808295150

SUBORDINATION AGREEMENT FOR
Home Equity Line of Credit Mortgage

Effective Date: 04/25/2011

Owner(s): DAVID MARCUS CLEMENTS
TERESA CLEMENTS

Current Lien Amount \$ 40,000.00

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

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: 1162 CAHABA RIVER ESTATES, BIRMINGHAM, AL 35244



20110526000156670 2/4 \$21.00
 Shelby Cnty Judge of Probate, AL
 05/26/2011 02:59:21 PM FILED/CERT

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.

DAVID MARCUS CLEMENTS AND TERESA CLEMENTS

(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 6 day of MAY, 2008, which was filed in BOOK LR200862 at page 18154 (or as No. 20080530000729550) of the Records of the Office of the Probate Judge of the County of JEFFERSON, State of Alabama. The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to DAVID M CLEMENTS AND TERESA BRYAN CLEMENTS

(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 \$ 104,650.00 (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. A SUCCESSOR IN INTEREST TO WACHOVIA BANK, NATIONAL ASSOCIATION

By [Signature]
(Signature)

5-6-11
Date

CHRISTOPHER L WHEELER
(Printed Name)

OFFICER
(Title)



FOR NOTARIZATION OF LENDER PERSONNEL

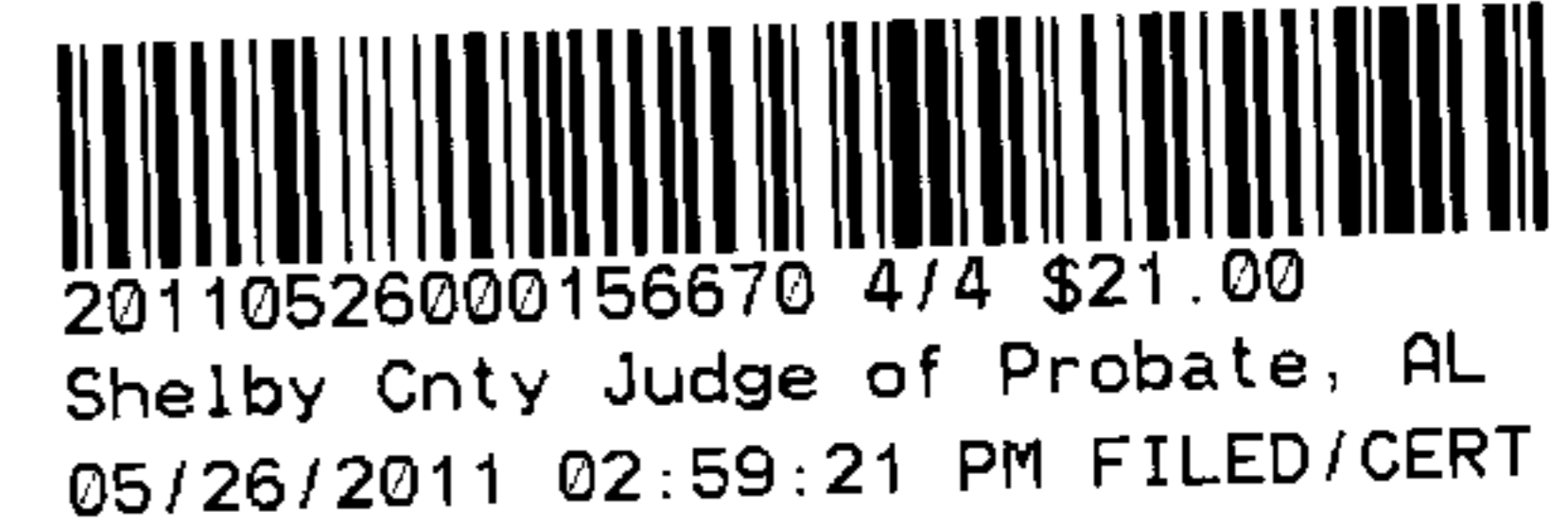
STATE Of Virginia)
)ss.
COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 6 day of May, 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)



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



Schedule A

All that portion of Lot 13, according to the plan and survey of Cahaba River Estates, which lies south of the road as presently located across the Northerly end of said lot, a map of said survey being recorded in map Book 3, page 11, in the Probate Office of Shelby County, Alabama, (said land being formerly situated in Jefferson County, Alabama, and a map of said survey being recorded in the Probate Office of Jefferson County, Alabama, Bessemer Division, in Map Book 3, Page 32).

Situated in Shelby County, Alabama.

Also known as:

Lot 13, according to the Survey of Cahaba River Estates, as recorded in Map Book 03, Page 011 in the Probate Office of Jefferson County, Alabama.

Known as: 1162 Cahaba River Estates, Hoover, Alabama 35244