

Tax Parcel Number: 10 8 28 0 001 036.000

Return To:
LSI-LPS
East Recording Solutions
700 Cherrington Parkway
Coraopolis, PA 15108

11617156

This Instrument Prepared by:

Wells Fargo
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056


20110616000177750 1/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/16/2011 01:52:37 PM FILED/CERT

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX9046-1998

Reference Number: 4386540210035458

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 5/9/2011

Owner(s): RONALD B LUSTER

SANDRA O LUSTER

Current Lien Amount: \$250,000.00.

Senior Lender: Jpmorgan Chase Bank, N.a.

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: 151 INDIAN SPRINGS, INDIAN SPRINGS, AL 35124

SUBORDINATION ONLY_AL
0000000000233267



20110616000177750 2/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/16/2011 01:52:37 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.

RONALD B LUSTER; SANDRA O LUSTER; MARRIED (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 Open-End Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 27th day of January, 2006, which was filed in Instrument # 20060215000074970 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 RONALD B LUSTER and SANDRA O LUSTER (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 \$221,500.00 (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. 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.



20110616000177750 3/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/16/2011 01:52:37 PM FILED/CERT

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.

By

(Signature)

5/9/2011

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 9 day of May, 2011, by Christopher L. Wheeler, as Officer of Wells Fargo Bank, N.A., the Subordinating Lender, 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.

Susan F. Woods (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


20110616000177750 4/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/16/2011 01:52:37 PM FILED/CERT

Order No.: **11617156**
Loan No.: 1958070962

Exhibit A

The following described property:

Parcel 1:

Part of the SW 1/4 of the SW 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Commence at an existing No.4 iron rebar being the SE corner of Lot 6, Block 5, Indian Springs Ranch, a Map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 4, Page 29, and looking in a Northerly direction along the East line of said Lot 6 at an existing No.5 iron rebar which is 109.46 feet Northerly of the point of commencement, turn an angle to the right of 164 degrees -04'-22" and run in a Southeasterly direction for a distance of 24.79 feet to an existing 1" iron pipe; thence turn an angle to the left of 104 degrees-09'-32" and run in a Northeasterly direction for a distance of 107.30 feet to an existing iron rebar set by Weygand and being the point of beginning; thence turn an angle to the right of 8 degrees-54'-34" and run in a Northeasterly direction for a distance of 322.35 feet to an existing iron rebar set by Weygand; thence turn an angle to the left of 8 degrees-55'-23" and run in a Northeasterly direction for a distance of 122.0 feet to an existing iron rebar set by Weygand; thence continue in a Northeasterly direction along last mentioned course for a distance of 33.14 feet, more or less, to the centerline of an existing creek; thence turn an angle to the left of 99 degrees-29'-06" and run in a Northwesterly direction along the centerline of an existing creek for a distance of 50.69 feet; thence turn an angle to the left of 80 degrees-30'-54" and run in a Southwesterly direction for a distance of 15.64 feet to an existing iron rebar set by Weygand; thence continue in a Southwesterly direction along last mentioned course for a distance of 449.60 feet, more or less, to the point of beginning. Containing 0.36 acres more or less.

Parcel II:

Part of the SW1/4 of the SW 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

Beginning at an existing No. 4 iron rebar being the SE corner of Lot 6, Block 5, Indian Springs Ranch, a Map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama,, in Map Book 4, Page 29, and looking in a Northerly direction along the



20110616000177750 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
06/16/2011 01:52:37 PM FILED/CERT

East line of said Lot 6 at an existing No. 5 iron rebar which is 109.46 feet Northerly of the point of beginning, turn an angle to the right of 164 degrees-04'-22" and run in a Southeasterly direction for a distance of 24.79 feet to an existing 1" iron pipe; thence turn an angle to the right of 118 degrees-02'-07" and run in a Northwesterly direction for a distance of 23.83 feet to an existing iron rebar set by Weygand and being on the East right-of-way line of Indian Trail, said East right-of-way line being on a curve and said curve being concave in a Westerly direction and having a central angle of 1 degrees-49'-55" and a radius of 474.59 feet; thence turn an angle to the right (73 degrees-13'-35" to the chord of said curve) and run in a Northerly direction along the arc of said curve and along the East right-of-way line of said Indian Trail for a distance of 15.17 feet to an existing iron rebar set by Weygand; thence turn an angle to the right (82 degrees-48'-31" from the chord of last mentioned curve) and run in a Northeasterly direction for a distance of 18.11 feet, more or less, to the point of beginning. Containing 396 Square feet, more or less.

Assessor's Parcel No: 108280001036000