

20110708000199080 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/08/2011 01:18:08 PM FILED/CERT

Tax Parcel Number: 093080001019020

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001 2482378

This Instrument Prepared by:
Wells Fargo Bank
Lending Solutions - VA 0343
7711 Plantation Road
Roanoke, Virginia 24019

{Space Above This Line for Recording Data}

Account Number: xxxx-xxxx-1022-6925 Visit Number 0804095203

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT**

Effective Date: 12/28/2010

Owner(s): VINCENT C WHEELER
PEGGY B WHEELER

Current Lien Amount \$ 216,000.00

Senior Lender: Wells Fargo Bank, N.A., ISAOA, ATIMA

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

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: 1312 HIGHLAND LAKES BEND, BIRMINGHAM, AL 35242



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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.

VINCENT C WHEELER and PEGGY B WHEELER

(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 22 day of FEBRUARY, 2008, which was filed in Instrument# 20080320000113460 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 VINCENT C WHEELER; PEGGY B WHEELER

(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 \$ 255,000.00 (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.

* Rec 2/22/11 Inst. 20110222000059670

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 Instrument No. 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 Wachovia Bank, N.A

By *Tramica Reynel Tolliver* 12/28/10
(Signature) Date

Tramica Reynel Tolliver
(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 Dec 2010, by Tramica Reynel Tolliver, 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.

Cheryl J. Cabell (Notary Public)



Embossed Person is My Commonwealth of VA
Notary Public Seal - City of Lynchburg
My commission expires 08/31/2012
Cheryl J. Cabell ID # 345742



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Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN THE CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 520 ACCORDING TO THE MAP OF HIGHLAND LAKES 5TH SECTOR PHASE II AN EDDLEMAN COMMUNITY AS RECORDED IN MAP BOOK 19 PAGE 3 A AND B THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO VINCENT C. WHEELER AND PEGGY B. WHEELER, AS JOINT TENANTS BY FEE SIMPLE DEED FROM HIGHLAND LAKES DEVELOPMENT LTD AS SET FORTH IN INST # 199611035 DATED 03/29/1996 AND RECORDED 04/04/1996, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 09-3-08-0-001-019.020