

Tax Parcel Number: 13-1-11-4-003-004-013

**Recording Requested By/Return To:**

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

**This Document Prepared By:**

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

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{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX6990-1998

Reference Number: 726106065065342

**SUBORDINATION AGREEMENT FOR  
MODIFICATION OF HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 9/1/2011

Owner(s): DONALD W LEE  
AMY C LEE

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$39,000.00.

Senior Lender: Mortgage America, Inc ISAOA

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: 108 CEDAR COVE DR, PELHAM, AL 35124

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Page 1 of 5

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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.

DONALD W LEE AND AMY C LEE, HUSBAND AND WIFE 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 Exhibit A

which document is dated the 29th day of June, 2007, which was filed in Document ID# 20070724000344390 at page NA (or as No. NA) 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 DONALD W LEE, AMY C LEE (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 \$100,500.00 (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. 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 Zero to \$39,000.00 .

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 \$100,000.00 to \$39,000.00.

**C. 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.

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**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.

By [Signature]  
(Signature)

9/1/2011  
Date

Barbara A. Edwards  
(Printed Name)

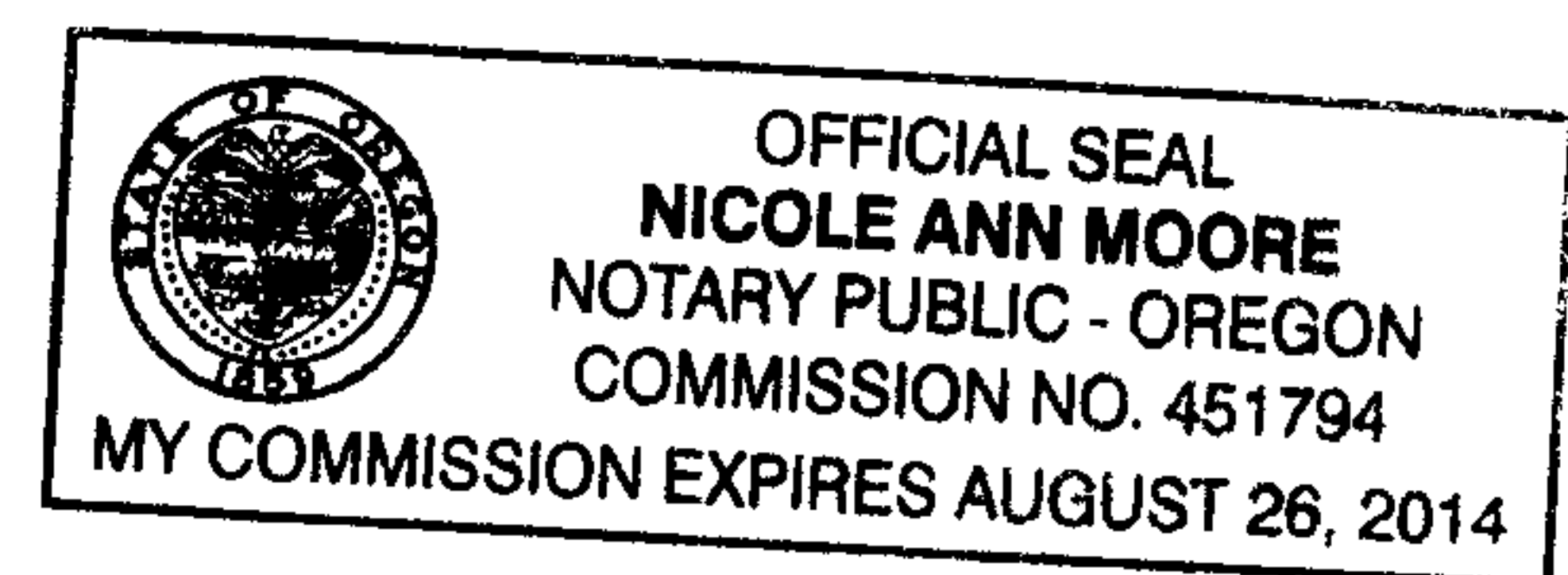
Work Director  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon,  
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of Sept, 2011, by Barbara A. Edwards, as Work Director 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.

[Signature] (Notary Public)



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

(Signature) <u>Donald W. Lee</u>	<u>SEP 02 2011</u>
(Signature) DONALD W LEE	(Date) <u>SEP 02 2011</u>
(Signature) <u>Amy C. Lee</u>	(Date)
(Signature) AMY C LEE	
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

(Signature) <u>Donald W. Lee</u>	<u>SEP 02 2011</u>
(Signature) DONALD W LEE	(Date) <u>SEP 02 2011</u>
(Signature) <u>Amy C. Lee</u>	(Date)
(Signature) AMY C LEE	
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)
(Signature)	(Date)

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20110912000268710 5/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
09/12/2011 12:12:41 PM FILED/CERT

**For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGEMENT FOR INDIVIDUAL**


The State of Alabama }  
Shelby County }

I, Kelly B. Furgerson, hereby certify that Donald W. Lee and Amy C. Lee  
whose name is signed to the foregoing conveyance, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the  
same voluntarily on the day the same bears date. Given under my hand this 2nd day of  
September, 2011.

  
(Style of Officer)  
Notary Public

KELLY B. FURGERSON  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
October 20, 2014

**Exhibit A**

  
20110912000268710 6/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
09/12/2011 12:12:41 PM FILED/CERT

Reference Number: 726106065065342

**Legal Description:**

Lot 5, Block 1, Cedar Cove, Phase II, as recorded in Map Book 9, Page 111, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.