Tax Parcel Number: 038340002045000

Recording Requested By/Return To:

Wells Fargo Bank

Doc. Mgmt - MAC R4058-030

P.O. Box 50010 Roanoke, VA 24022

This Instrument Prepared by:

Wells Fargo

P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149

1-800-945-3056

Chicago Title

Servicelink Division 4000 Industrial Blvd Aliquippa, PA 15001

{Space Above This Line for Recording Data}

Account Number: XXX-XXXX3659-1998 Reference Number: 4386540210259082

SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 10/5/2011

Owner(s):

GERALD HAWK

LINDA HAWK

Current Lien Amount: \$36,500.00.

Senior Lender: JP Morgan Chase Bank, NA

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: 5205 ENGLISH WAY, BIRMINGHAM, AL 35242

SUBORDINATION ONLY_AL 00000000000310319

20111114000341070 1/4 \$21.00 20111114000341070 of Probate, AL Shelby Cnty Judge of Probate, AL 11/14/2011 09:10:30 AM FILED/CERT Page 1 of 3

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.

GERALD HAWK, MARRIED AND LINDA HAWK, MARRIED JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (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 9th day of February, 2010, which was filed in Document ID# 20100225000056450 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 GERALD F HAWK and LINDA K HAWK (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 \$147,826.00 (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.

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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.

Wells Fargo Bank, N.A.	
By (Signature)	10/5/2011 Date
Barbara A. Edwards (Printed Name)	
Work Director (Title)	

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon,)
SS.
COUNTY OF Washington)

(Notary Public)

OFFICIAL SEAL
NICOLE ANN MOORE
NOTARY PUBLIC - OREGON
COMMISSION NO. 451794
MY COMMISSION EXPIRES AUGUST 26, 2014

20111114000341070 3/4 \$21.00 Shelby Cnty Judge of Probate, AL 11/14/2011 09:10:30 AM FILED/CERT

Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 45 ACCORDING TO THE 1ST AMENDED PLAT OF FINAL RECOR PLAT OF GREYSTONE FARMS ENGLISH TURN SECTOR PHASE I AS RECORDED IN MAP BOOK 198 PAGE 142 IN THE PROBATE OFFICE OF SHELBY COUNTY, STATE OF ALABAMA

COMMONLY KNOWN AS: 5205 ENGLISH WAY, BIRMINGHAM, AL-35242.

BEING THE SAME PROPERTY AS CONVEYED TO GERALD HAWK AND LINDA HAWK BY FEE SIMPLE DEED FROM KATHLEEN ANDERSON WYATT, UNMARRIED AS SET FORTH IN INST # 20080506000184590 DATED 04/30/2008 AND RECORDED 05/06/2008, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 03-8-34-0-002-045.000

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