Tax Parcel Number: 10-20-30-006-031-000

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606

800-756-3524 Ext. 5011

Wells Fargo Www. T. T. Www.

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

1-800-945-3056

20111206000368090 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 12/06/2011 02:41:24 PM FILED/CERT

{Space Above This Line for Recording Data}

Account Number: XXX-XXXX0877-1998 Reference Number: 4386540210041597

## SUBORDINATION AGREEMENT FOR OPEN-END MORTGAGE

Effective Date: 11/1/2011

Owner(s): NANCY H POWELL

Current Lien Amount: \$53,200.00.

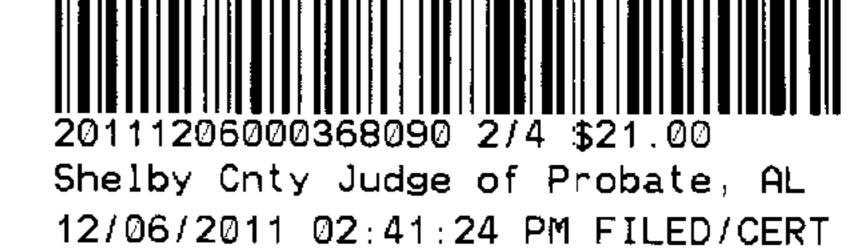
Senior Lender: Wells Fargo Bank, N. A.

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: 3724 CROSSINGS CREST, BIRMINGHAM, AL 35242



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.

NANCY H POWELL, UNMARRIED; (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
Recorded: 3/21/06

which document is dated the 2nd day of March, 2006, which was filed in Document ID# 20060321000130540 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 NANCY H POWELL (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 \$183,852.00 (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.

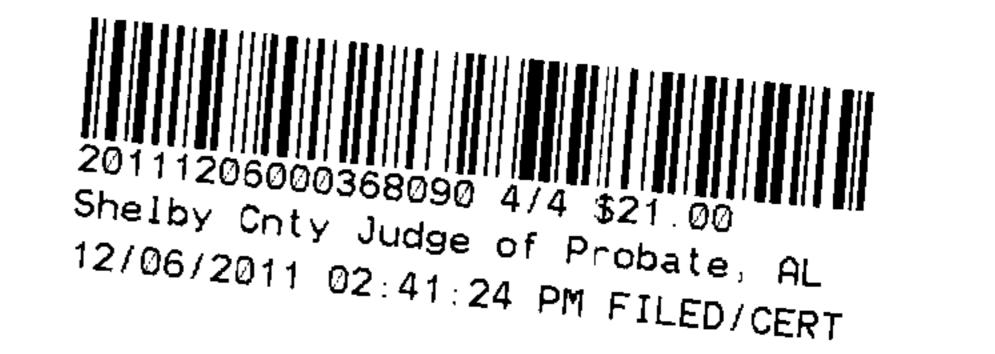
### C. Signatures and Acknowledgements

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 Forgo Bank, N.A.	
By By	11/1/2011
(Signature)	Date
Barbara A. Edwards	
(Printed Name)	
Work Director	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL  STATE OF Oregon,   Ss.	
COUNTY OF Washington )	
The foregoing Subordination Agreement was acknowledged before me, a not administer oaths this day of OV, OV, by Barbara A. I Fargo Bank, N.A., the Subordinating Lender, on behalf of said Subordinating by its Board of Directors. She is personally known to me or has produced satisfactory of the produced satisfact	Edwards, as Work Director of Wells g Lender pursuant to authority granted
Made Ann Moore	OFFICIAL SEAL NICOLE ANN MOORE NOTARY PUBLIC - OREGON

COMMISSION NO. 451794

MY COMMISSION EXPIRES AUGUST 26, 2014



Order ID: 12921226 Loan No.: 0333265882

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

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Lot 181, according to the Survey of Phase One Caldwell Crossings 2nd Sector, as recorded in Map Book 30, Page 116, in the Probate Office of Shelby County, Alabama.

Excepting therefrom all oil, gas, minerals and other hydrocarbon substances below a depth of 500 feet, without rights of surface entry, as reserved in Instruments of Record.

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Assessor's Parcel Number: 102030006031000