

20111219000384140 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
12/19/2011 02:38:05 PM FILED/CERT

Tax Parcel Number: 03-8-33-0-009-038-000

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

2833985 270-011

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX5587-1998

Reference Number: 4386540210174281

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

Effective Date: 10/28/2011

Owner(s): HENRY L BORKOWSKI
ELLA R BORKOWSKI

Current Lien Amount: \$60,000.00.

Senior Lender: JP Morgan 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: 4342 MILNER ROAD WEST, BIRMINGHAM, AL 35242

SUBORDINATION ONLY_AL
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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.

HENRY L BORKOWSKI; ELLA R BORKOWSKI; 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 May, 2007, which was filed in Document ID# 20070615000281260 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 HENRY L BORKOWSKI and ELLA R BORKOWSKI (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 \$205,665.00 (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 Fargo Bank, N.A.

By [Signature]
(Signature)

10/28/2011
Date

Barbara A. Edwards
(Printed Name)

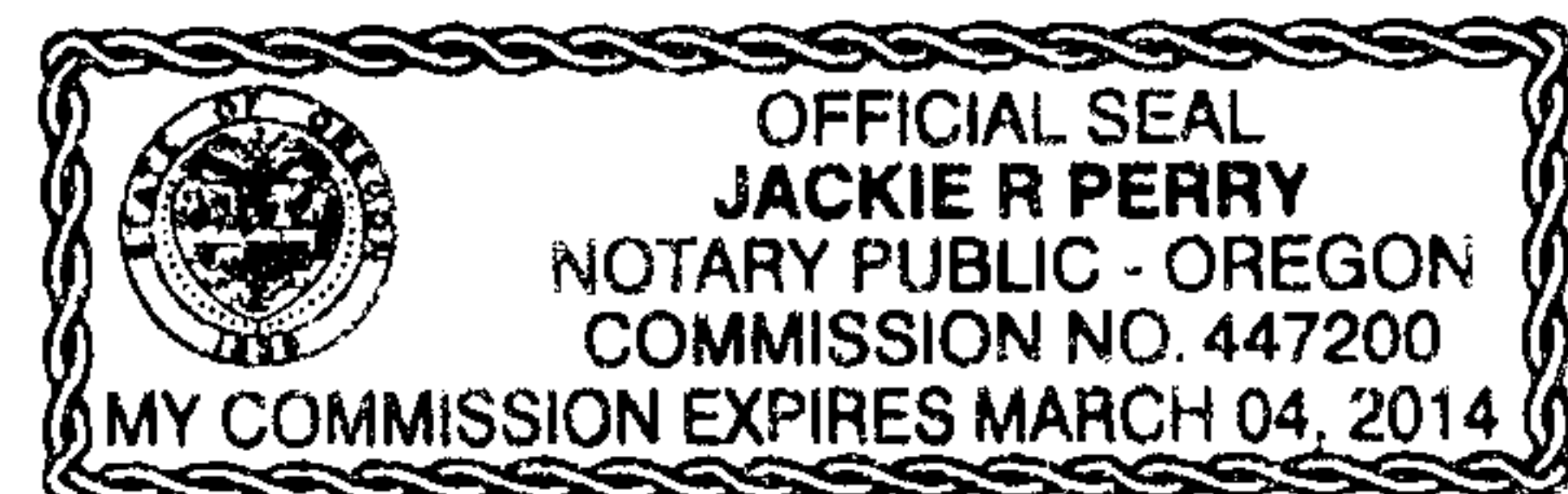
Work Director
(Title)

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 28 day of Oct, 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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Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 159 ACCORDING TO THE FINAL RECORD PLAT OF GREYSTONE FARMS MILNERS CRESCENT SECTOR PHASE 3 AS RECORDED IN MAP BOOK 23 PAGE 71 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM BENSON CUSTOM HOMES INC AS SET FORTH IN INST # 1999-01504 DATED 12/28/1998 AND RECORDED 01/12/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

- COMMONLY KNOWN AS 4342 MILNER ROAD W, BIRMINGHAM, AL 35242

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