20120106000006800 1/4 \$21.00 Shelby Cnty Judge of Probate, AL

01/06/2012 08:31:45 AM FILED/CERT

Tax Parcel Number: 22-2-09-0-000-004.022

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
5 Peters Canyon Road Suite 200
Irvine, CA 92606 -/28/9269
800-756-3524 Ext. 5011

This Instrument Prepared by:

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

### **{Space Above This Line for Recording Data}**

Account Number: XXX-XXX-XXX5562-1998

Reference Number: 4386540210263209

# SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 10.

10/17/2011

Owner(s):

WILLIAM COBB

HELEN COBB

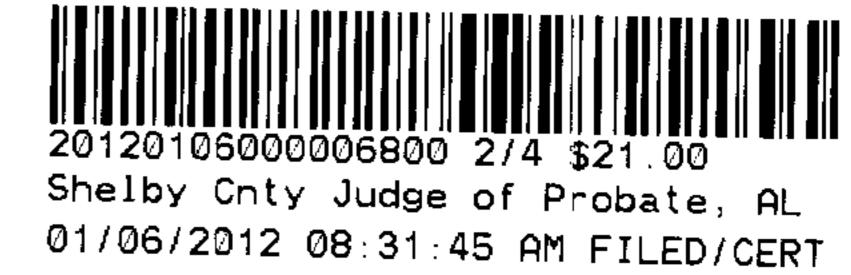
Current Lien Amount: \$40,000.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo 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: 15 SILVER LANE, ALABASTER, AL 35007



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.

WILLIAM COBB AND HELEN COBB, 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 19th day of August, 2010, which was filed in Document ID# 20100907000287670 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 WILLIAM A COBB JR and HELEN F COBB (individually and collectively "Borrower") by the Subordinating Lender.

The Senier Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$35,847.00 (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. Dafe 2/2-30-//

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

Subcrdinating 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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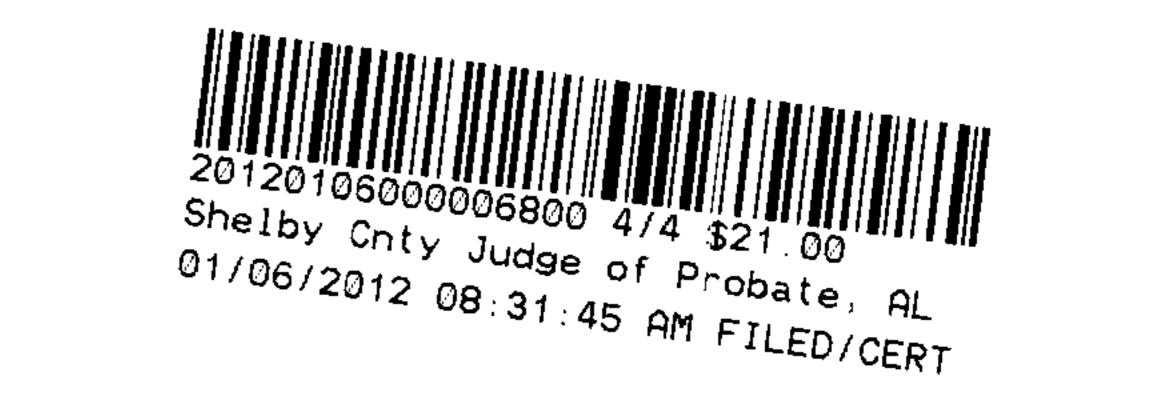
## C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:	
Wells Eargo Bank, N.A.	
$\theta_{y}$	10/17/2011
(Signature)	Date
Christopher L. Wheeler	
(Printed Name)	<b>.</b>
( Time a realise)	
Officer	
Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE Of Virginia )	
)ss.	
COUNTY OF Roanoke )	
The foregoing Subordination Agreement was acknowledged before me, a notary dminister oaths this 16 day of 0 ct, 20 ld, by Christopher L. V	public or other official qualified to
Bank, N.A., the Subordinating Lender, on behalf of said Subordinating Lender p	wheeler, as Officer of Wells Fargo
Board of Directors. S/he is personally known to me or has produced satisfactory	nroof of his/her identity
	proof of morner fuentity.
$\mathcal{L}$	



Notary Public Seal - City of Roanoke
My commission expires 12/31/2011
Susan F. Woods ID # 7134638



Order ID: 12819269 Loan No.: 0334014297

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 10, Camp Branch Estates, as recorded in Map Book 9, Page 76, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 222090000004022