

20120123000027200 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/23/2012 02:35:35 PM FILED/CERT

Tax Parcel Number: 03-9-29-0-002-002.006

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX8766-0001

Reference Number: 4386540240251034

**SUBORDINATION AGREEMENT FOR
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 12/5/2011

Owner(s): FRED R DELEON
LISA D DELEON

Current Lien Amount: \$35,000.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTHTRUST MORTGAGE CORPORATION

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: 3917 CANNOCK DRIVE, 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.

FRED R DELEON AND LISA D DELEON, 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 Mortgage (With Future Advance Clause) (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 30th day of July, 2004, which was filed in Document ID# 20040817000462020 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 FRED R DELEON and LISA D DELEON (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 \$257,000.00 (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)

12/5/2011

Date

Gabriel Georgescu

(Printed Name)

Customer Service Supervisor

(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 5 day of Dec, 2011, by Gabriel Georgescu, as Customer Service Supervisor 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.

(Notary Public)

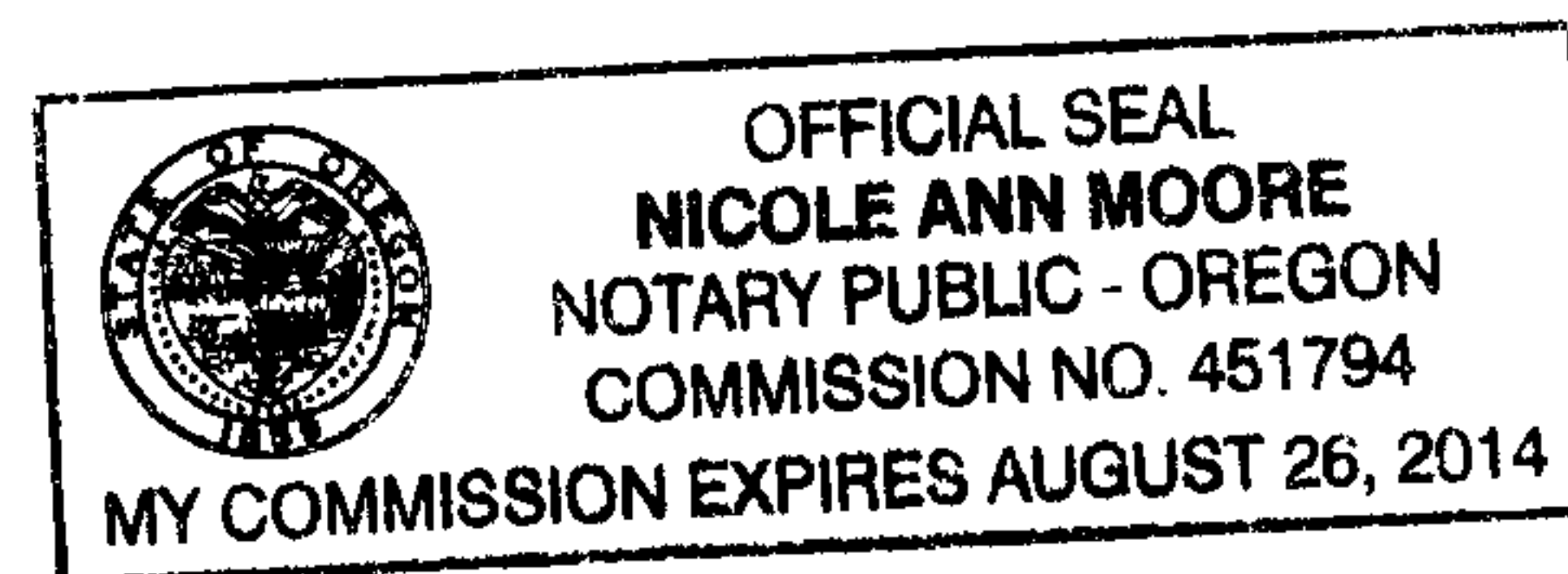


Exhibit "A"



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LOT 174, ACCORDING TO THE SURVEY OF BROOKHIGHLAND, AN EDDLEMAN COMMUNITY, 6TH SECTOR, 1ST PHASE, AS RECORDED IN MAP BOOK 14, PAGE 83 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

This being that same property conveyed to Fred R. DeLeon, Jr. and Lisa D. DeLeon, husband and wife by deed dated 7-26-04 and filed 8-17-04 in Instrument 20040817000462000.