

20120313000087210 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/13/2012 12:42:21 PM FILED/CERT

Tax Parcel Number: 03-9-29-0-991-075-000

Recording Requested By/Return To:

Wells Fargo Bank
Doc. Mgmt - MAC R4058-030
P.O. Box 50010
Roanoke, VA 24022

This Instrument Prepared by: Tanya Laughlin

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

18700 N.W. Walker Rd #92 When Recorded Return To:
Beaverton, OR 97006 Informant Global Services
2000 Country Drive
St. Paul, MN 55117

77576709

Rec 2nd

56232269-1208981 {Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX9034-1998

Reference Number: 4386540210135225

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

Effective Date: 1/26/2012

Owner(s): TIM W JONES
KERRI JONES

Current Lien Amount: \$102,482.00.

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: 200 COURTSIDE DR, 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.

* **TIM W JONES AND WIFE KERRI JONES** (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 30th day of March, 2007, which was filed in Document ID# 20070426000194170 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 TIM W JONES (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 \$164,126.00 (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.

20120313000087210 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/13/2012 12:42:21 PM FILED/CERT

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)

1/26/2012

Date

Christopher L. Wheeler

(Printed Name)

Officer

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE Of Virginia)

)ss.

COUNTY OF Roanoke)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of Jan, 2012, by Christopher L. Wheeler, as Officer 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.

Susan F Woods (Notary Public)

SUSAN F. WOODS
NOTARY PUBLIC 7134638
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES 12/31/2015

20120313000087210 4/4 \$22.00
Shelby Cnty Judge of Probate, AL
03/13/2012 12:42:21 PM FILED/CERT

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 03 9 29 0 991 075.000

Land Situated in the County of Shelby in the State of AL

UNIT 75, ACCORDING TO THE DECLARATION OF CONDOMINIUM OF COURTSIDE AT BROOK HIGHLAND, A CONDOMINIUM, RECORDED AS INST. NO. 20020521000241450 IN THE PROBATE OFFICE, AS AMENDED BY THE AMENDMENT TO DECLARATION DATED MAY 8, 2002, RECORDED AS INST. NO. 20020521000241460 AND AS FURTHER AMENDED BY THE CORRECTIVE AMENDMENT DATED MAY 2, 2002, RECORDED AS INST. NO. 20020521000241470 IN SAID PROBATE OFFICE AS REFLECTED IN THE PLAN OF COURTSIDE AT BROOK HIGHLAND, A CONDOMINIUM ATTACHED AS EXHIBIT C TO THE SAID DECLARATION AND SEPARATELY RECORDED IN MAP BOOK 28, PAGE 103, IN THE SAID PROBATE OFFICE. MINERAL AND MINING RIGHTS EXCEPTED. THE ABOVE PROPERTY IS CONVEYED SUBJECT TO ALL EASEMENTS, COVENANTS, AND RESTRICTIONS OF RECORD AS RECORDED ON THE STATUTORY WARRANTY DEED RECORDED AS INST. NO. 2003070100414580 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Commonly known as: 200 COURTSIDE DRIVE , BIRMINGHAM, AL 35242



U02494121

1634 3/6/2012 77570209/2