300

Tax Parcel Number: 03-8-28-0-004-014-000

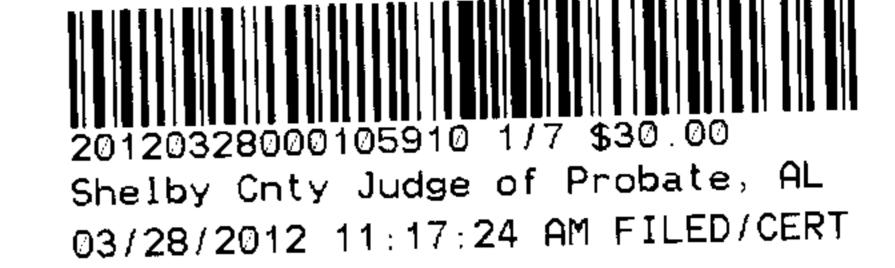
# Recording Requested By/Return To:

Wells Fargo Bank Doc. Mgmt - MAC R4058-030

P.O. Box 50010 Roanoke, VA 24022

This Document Prepared By:

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



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

Account Number: XXX-XXX-XXX8649-1998

Reference Number: 725666066219583

# SUBORDINATION AGREEMENT FOR MODIFICATION OF HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 3/1/2012

Owner(s):

ALLAN J LANG KATHY LANG

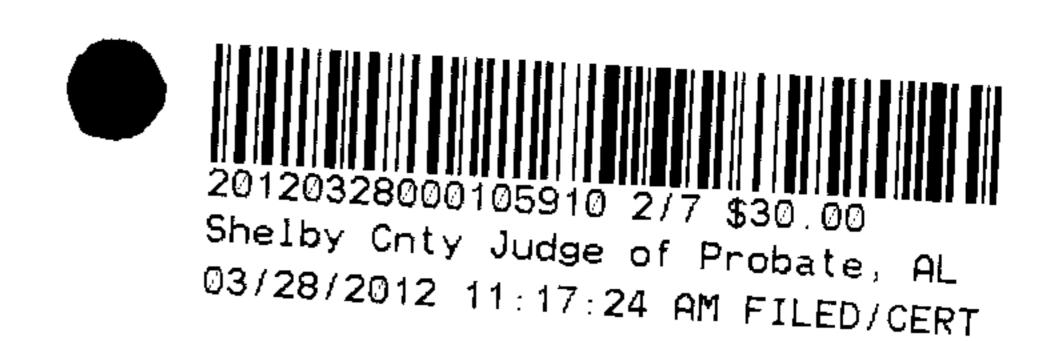
Current Line of Credit Recorded Commitment \$175,000.00 being reduced to \$100,000.00.

Senior Lender: Cadence Bank NA

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: 839 BISHOPS CT, 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.

ALLAN J LANG, MARRIED; KATHY LANG, MARRIED 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 20th day of October, 2006, which was filed in Document ID# 20061115000558840 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 ALLAN J LANG (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 \$300,000.00 (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. Agreement to Change Credit Limit

#### Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from \$175,000.00 to \$100,000.00.

By signing this Agreement below, the Borrower agrees to this change.

#### Change in Security Interest

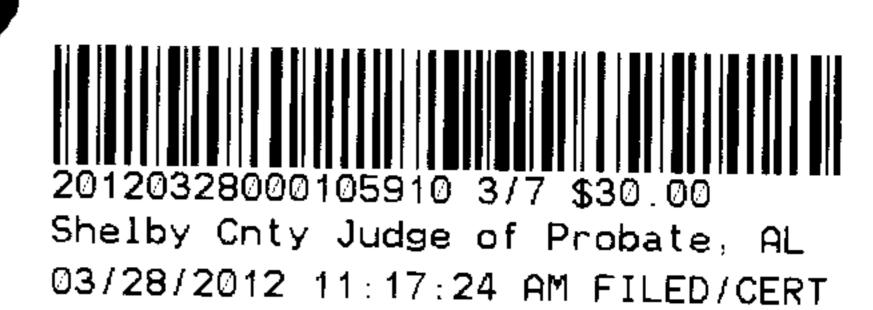
The lien evidenced by the Existing Security Instrument is hereby reduced from \$175,000.00 to \$100,000.00.

## C. 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.

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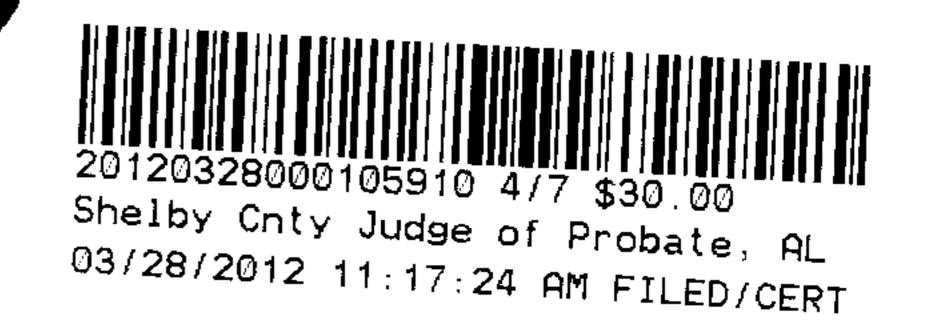


Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

# D. Signatures and Acknowledgements

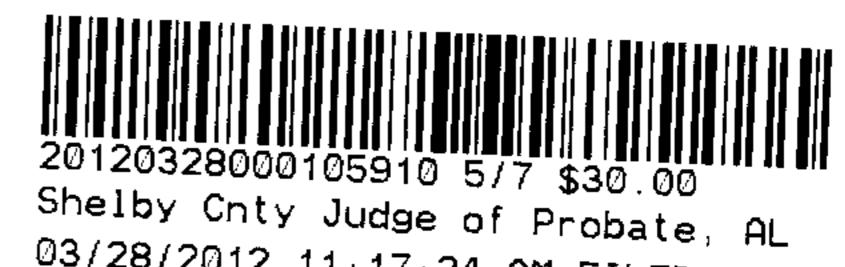
The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINAT	ING LENDER:		
Wells Fargo Ban	ik, NA.		
(Signature)			MARe 0 1 2012
Barbara A. Edw. (Printed Name)	ards	<u> </u>	
Work Director		<u> </u>	
(Title)			
FOR NOTARI	ZATION OF LENDER PERSONN	NEL	
STATE OF	Oregon	) )ss.	
COUNTY OF	Washington	)	
administer oath	Subordination Agreement was acknown as this day of day of day of day of day of day of Wells Fargo Bank, N.A., the Submority granted by its Board of Director identity.	ordinating Lender, on behalf of said	y Barbara A. Edwards, as d Subordinating Lender
		OFFICIAL S SARA J RE NOTARY PUBLIC COMMISSION EXPIRES A	OREGON 10 448006



**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

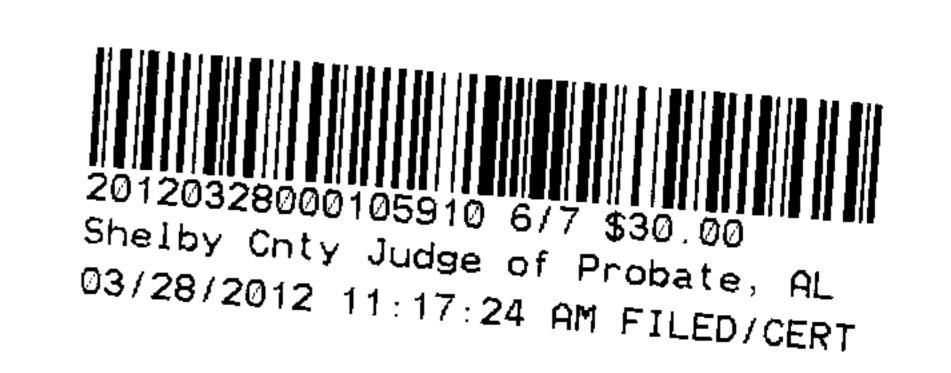
	3-16-12
(Signature) ALLAN J LANG	(Date)
(Signature)	(Date)
OWNER(S): As a signer on the Security Instrument under the acknowledges this Modification Agreement and agrees to its te	
(Signature) ALLAN J LANG	
The start and	(Date) 3-16-1=
(Signature) KATHY LANG	· · · · · · · · · · · · · · · · · · ·
(Signature) (Signature)	(Date) 3-16-13
	(Date) (Date) (Date)
	(Date) (Date) (Date)
(Signature)	(Date) (Date) (Date)
(Signature)  (Signature)	(Date) (Date) (Date) (Date)



03/28/2012 11:17:24 AM FILED/CERT

For An Individual Acting in His/Her Own Right: ACKNOWLEDGEMENT FOR INDIVIDUAL

The State of Alabama }
Shelby County }
I, Julie Crosier, Notary publishereby certify that Allan J. Lang  whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the same voluntarily on the day the same bears date. Given under my hand this day of
(Style of Officer) NOTAN Public
MY COMM EXPITES:



# For An Individual Trustee Borrower:

# ACKNOWLEDGMENT FOR AN OFFICIAL OR OTHER PERSON IN REPRESENTATIVE CAPACITY

The State of AIADAWIA	}	
Shelby	County }	
I, <u>Julie Crosse</u> said state, hereby certify that	,a NOTARY Dubli Kathy Lang	, in and for said County in
		, whose name as
Owner	is signed to the foregoing conveya	
acknowledged before me on this da	y that, being informed of the contents of the	conveyance he, in his capacity
as such Owner	, executed the same voluntarily or	
Given under my hand this the	lo day of MACH	, 20 <u>12</u>
	•	
	Julie Ces	10
	\ \ \ \(\style \text{ of Ot}	fficer)

#### Exhibit A

20120328000105910 7/7 \$30.00 Shalby Caty Judge = 5.0

Shelby Cnty Judge of Probate, AL 03/28/2012 11:17:24 AM FILED/CERT

Reference Number: 725666066219583

Legal Description:

Lot 14A, a resurvey of Lot 14 according to the Survey of Greystone, 8<sup>th</sup> Sector, Phase 1, as recorded in Map Book 21 Page 151, as recorded in Map Book 31 Page 143 in the Office of Judge of Probate of Shelby County Alabama.