

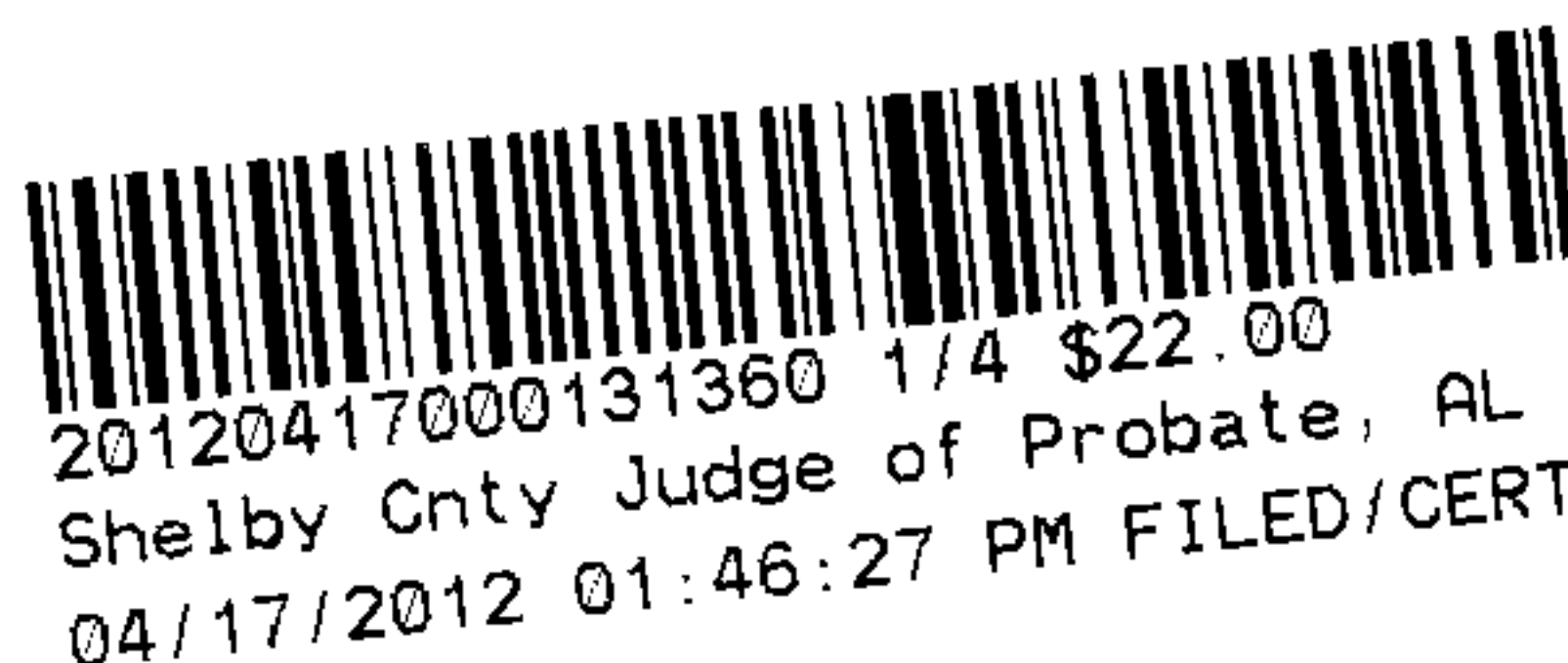
Tax Parcel Number: 09-2-09-0-010-003.000

**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



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Account Number: XXX-XXX-XXX8286-0001

Reference Number: 4386540240247537

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

Effective Date: 3/30/2012

Owner(s): JOHNNY RAY BASS  
CYNTHIA SALE BASS

Current Lien Amount: \$40,000.00.

Senior Lender: HomeTown Mortgage Services, Inc.

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: 118 ASHFORD CIRCLE, 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.

JOHNNY RAY BASS AND CYNTHIA SALE BASS, 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 14th day of April, 2004, which was filed in Document ID# 20040421000206330 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 JOHNNY RAY BASS and CYNTHIA SALE BASS (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 \$397,102.00 (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.

  
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Shelby Cnty Judge of Probate, AL  
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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 Fargo Bank, N.A.

By

(Signature)

**MAR 30 2012**

Date

Jodi Sanborn

(Printed Name)

Assistant Vice President

(Title)

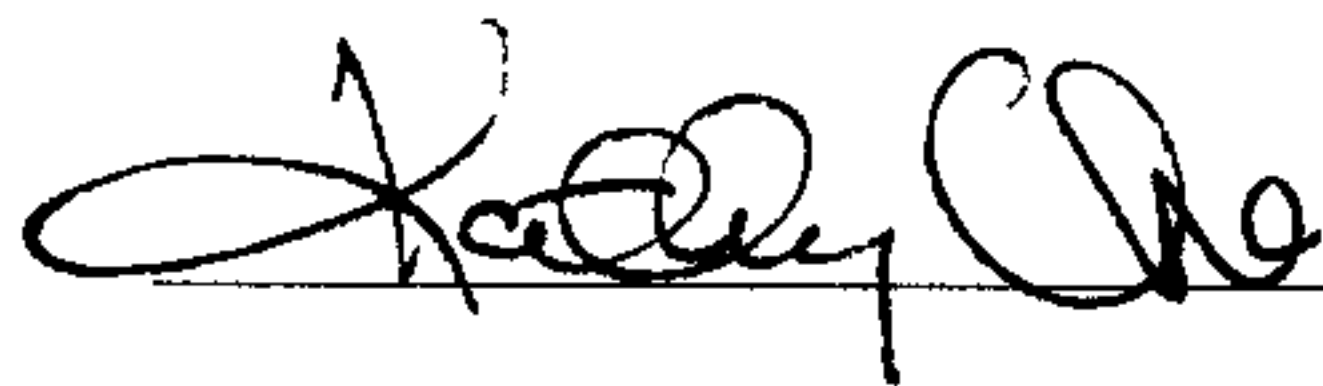
**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )

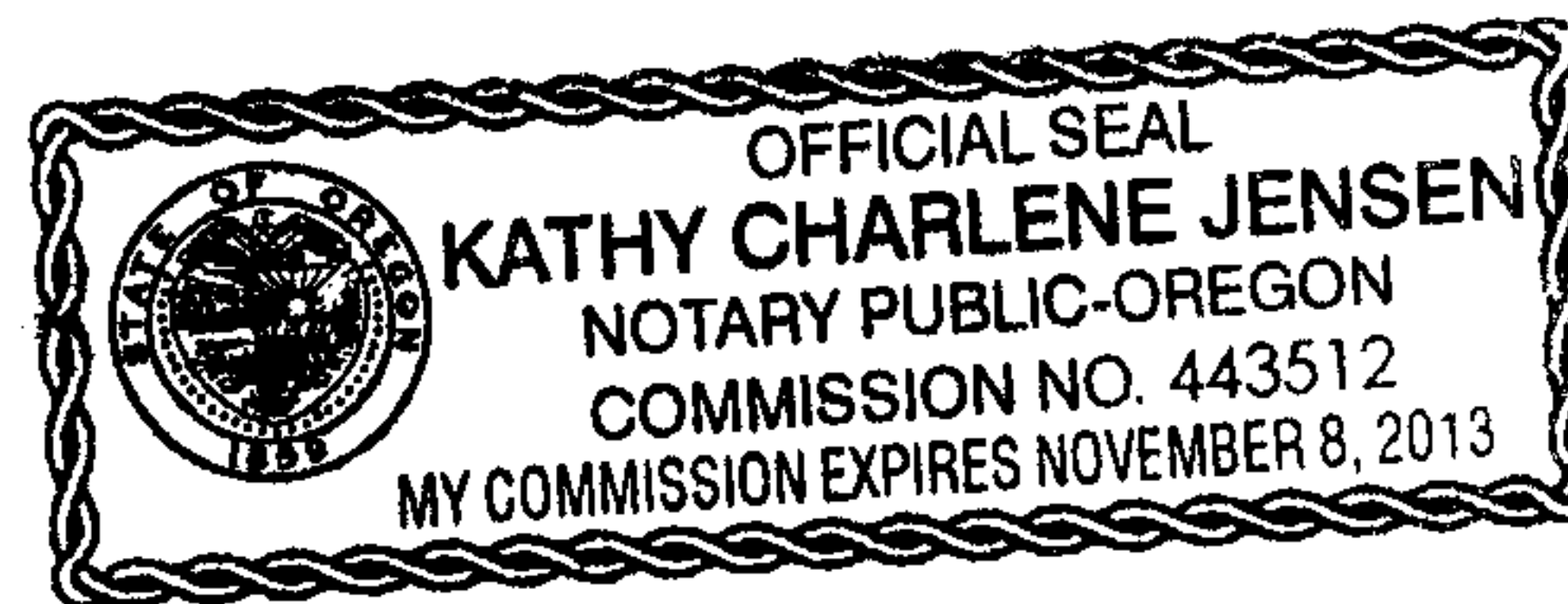
)ss.

COUNTY OF Multnomah )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 30 day of March 2012, by Jodi Sanborn, as Assistant Vice President 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)



20120417000131360 3/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
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**Exhibit A**

Reference Number: 724666066627443

**Legal Description:**

**Lot 2303, according to the Map of Highland Lakes, 23rd Sector, an Eddleman Community, as recorded in Map Book 32, Page 19, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.**

**Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument Number 1994-07111 and amended in Instrument Number 1996-17543 and further amended in Instrument Number 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 23rd Sector, recorded as Instrument Number 20031010000683510 in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as the "Declaration").**

**Subject to all building set-back lines, covenants, conditions, easements, limitations, provisions, restrictions, reservations, and rights-of-way of record.**

