

Tax Parcel Number: 223054991018000

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-XXX5346-1998

Reference Number: 726106054375966

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

Effective Date: 3/29/2012

Owner(s): HARRY A THOMAS

Current Line of Credit Recorded Commitment \$50,000.00 being reduced to \$12,500.00.

Senior Lender: Wells Fargo 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: 124 SADDLE LAKE DR, ALABASTER, AL 35007



20120424000141180 1/6 \$27.00
Shelby Cnty Judge of Probate, AL
04/24/2012 12:44:50 PM FILED/CERT

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Page 1 of 5

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.

HARRY A THOMAS - UNMARRIED 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 21st day of May, 2008, which was filed in Document ID# 20080617000245790 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 HARRY A THOMAS (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 \$250,000.00 (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 \$50,000.00 to \$12,500.00 .

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 \$50,000.00 to \$12,500.00.

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.

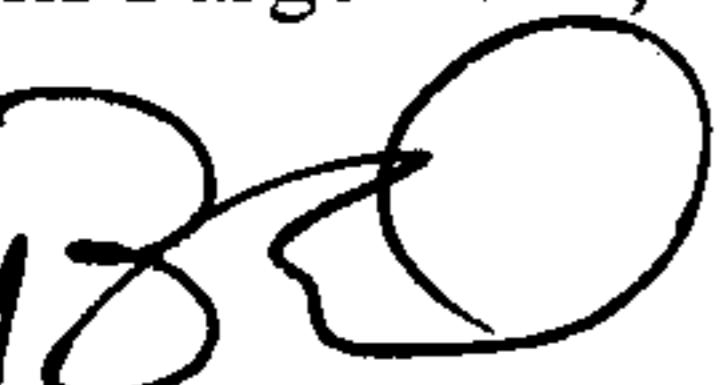
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

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.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By 
(Signature)

MAR 29 2012

Date

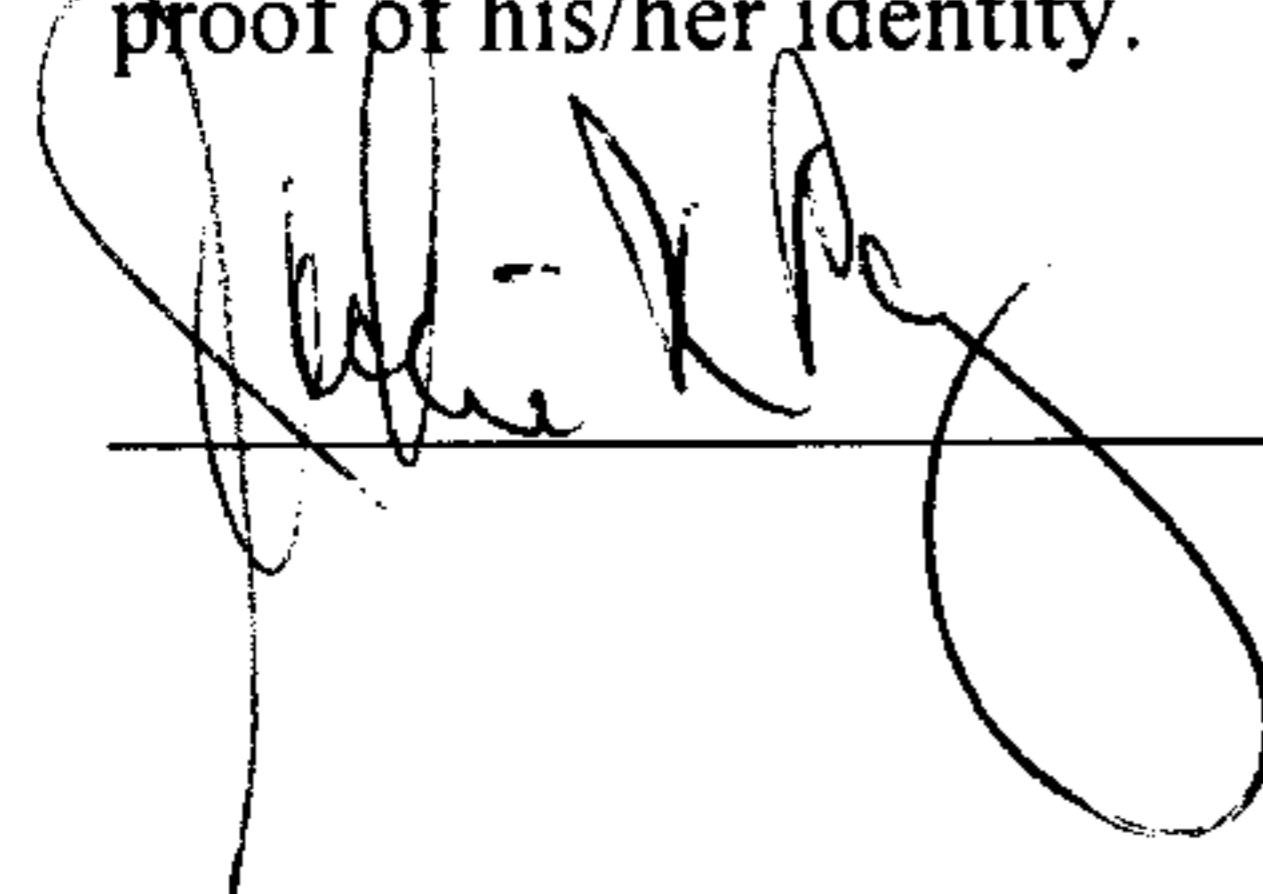
Barbara A. Edwards
(Printed Name)

Work Director
(Title)

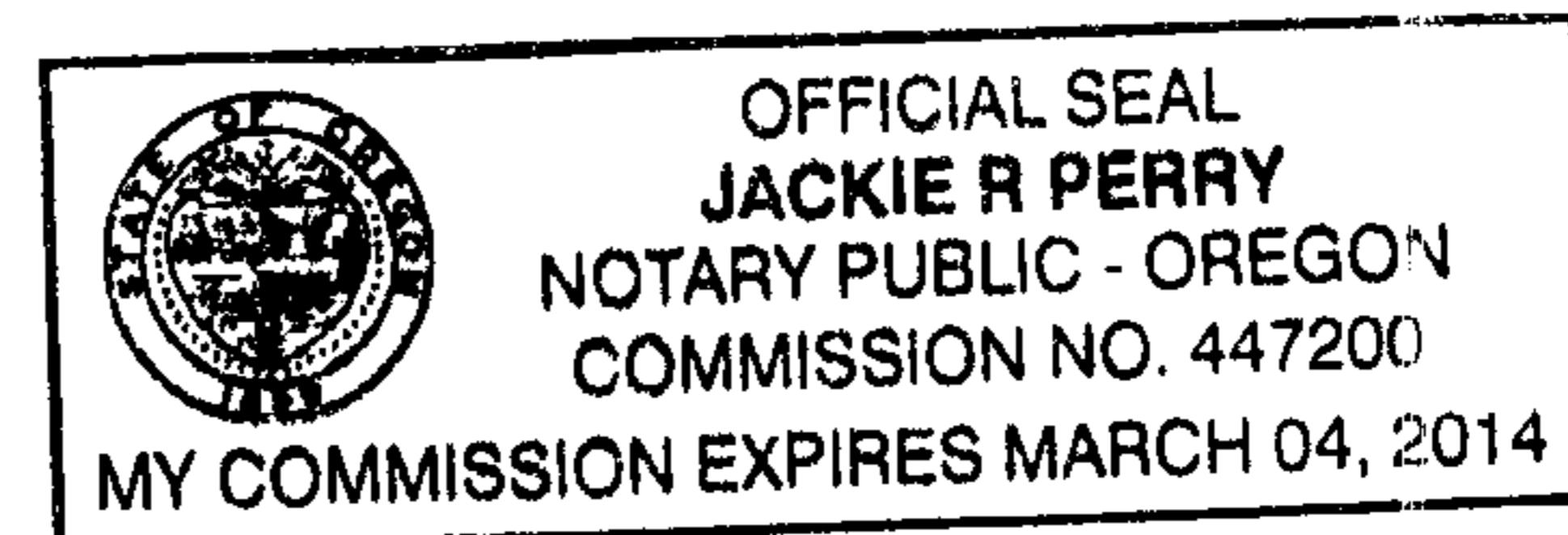
FOR NOTARIZATION OF LENDER PERSONNEL

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 29 day of May, 2012, by Barbara A. Edwards, as Work Director 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)



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

(Signature) HARRY A THOMAS

4/9/12

(Signature)

(Date)

(Signature) HARRY A THOMAS

(Date)

(Signature)

(Date)

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

The State of Alabama }
Jefferson County }

I, The undersigned, hereby certify that Sharrya Thomas 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 9th day of April, 2012.

Lauren Ashley Baum
(Style of Officer)

LAUREN ASHLEY BAUM

Notary Public

Expires: 6/6/2015

ALABAMA STATE AT LARGE

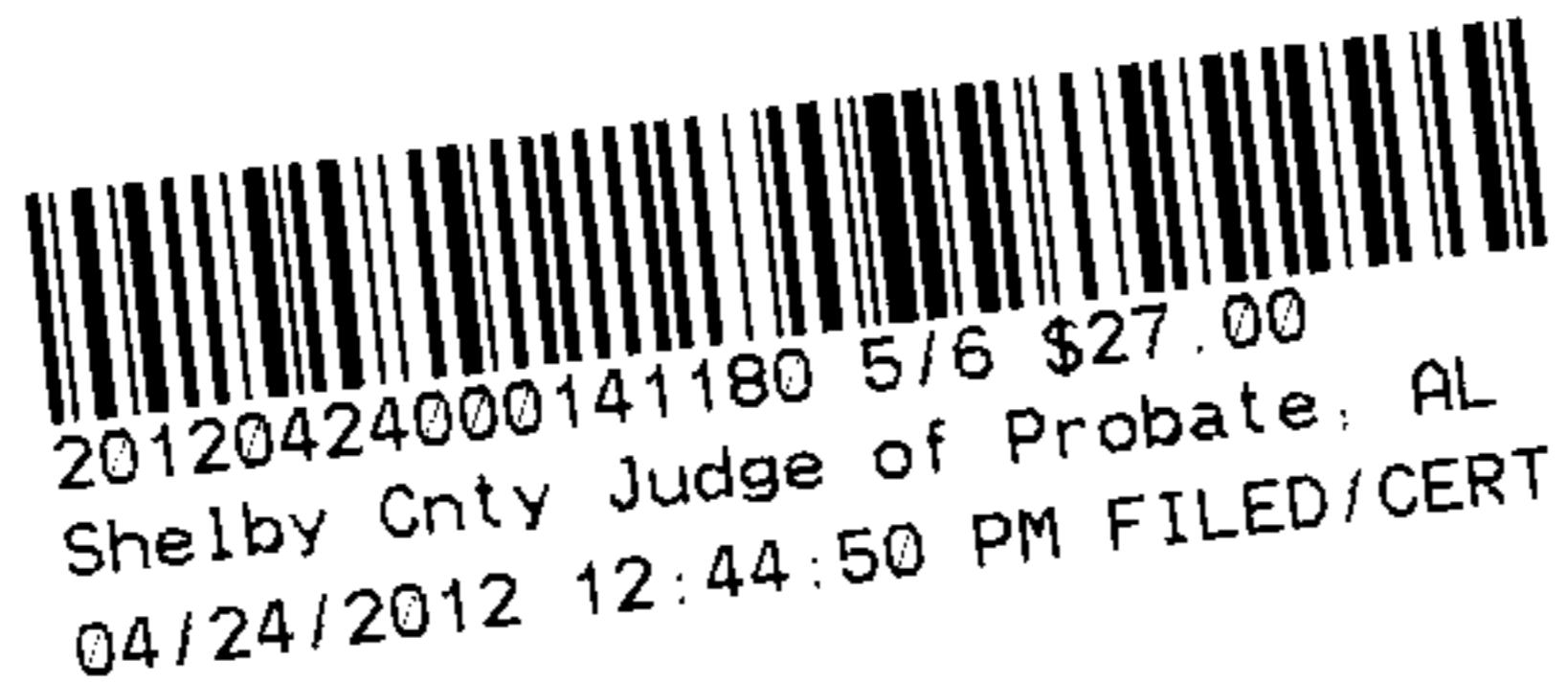


Exhibit A

Reference Number: 726106054375966

Legal Description:

Lot 18, according to the Survey of Saddle Lake Farms, a Condominium, located in Shelby County, Alabama, as established by Declaration of Condominium as recorded in Instrument #1995-17533 and Articles of Incorporation of Saddle Lake Farms, Inc., as recorded in Instrument #1995-17530 in the Office of the Judge of Probate of Shelby County, Alabama together with an undivided interest in the common elements of Saddle Lake Farms Condominium as set out in the said Declaration of Condominium, said unit being more particularly described in the floor plans and Architectural drawings of Saddle Lake Farms Condominium as recorded in Map Book 20, Page 20 A & B, in the Probate Office of Shelby County, Alabama.

