Prepared By: Kathy Snowden 8480 Stagecoach Circle Frederick, MD 21701

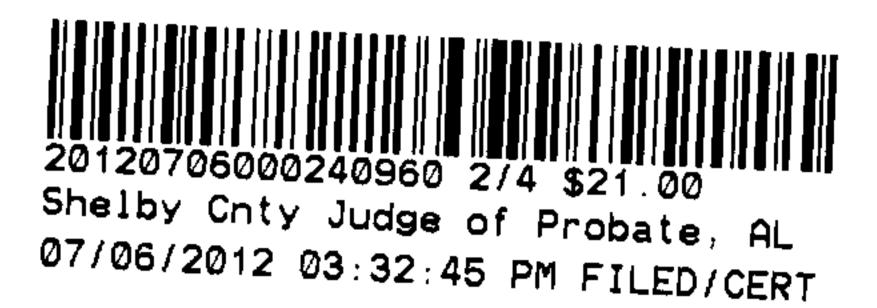
20120706000240960 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 07/06/2012 03:32:45 PM FILED/CERT

Recording requested by and When recorded return to:
LSI
Custom Recording Solutions
5 Peters Canyon Road, Ste. 200
Irvine, CA 92606
(800) 756-3524 ext. 5011

CRS Order No.: 14115498

# Subordination Agreement

Wells Fargo Home Mortgage Attn: Snowden: Mac x3802-03A 8480 Stagecoach Circle Frederick, Md. 21701 Prepared by: Kathy Snowden Recording Information:



### **Subordination Agreement**

THIS AGREEMENT is made and entered into on this 8<sup>th</sup> day of May 2012. by Wells Fargo Bank N.A s/b/m Wachovia Mortgage Corporation (hereinafter referred to as "Beneficiary") in favor ("Wells Fargo Bank N.A.)., it's successors and assigns hereinafter referred to as Lender").

#### WITNESSETH

## \* dated

WHEREAS, Wachovia Mortgage Corporation, did a loan Aliesha M. Hansen and Dale J Hansen (Borrower) the sum\$29,500.00 which loan is evidenced by a promissory September 8, 2006 executed by Borrower in favor of Wachovia Mortgage Corporation. and is secured by a Deed of Trust/Mortgage even date there with (the "Second Loan") covering the property described therein and recorded as Instrument Number 20060912000452180 Libor N/A page N/A and of the real property records in the office of Shelby County State Alabama and Recorded 9-12-06

Shelby County State Madama and A Recorace 7-12-06
WHEREAS, Borrower has requested that Lender lend to it the sum \$224,975.00 not to exceed"), such loan to be evidenced by the promissory note dated June 29, 2012
executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New
Mortgage") covering in whole or in part of the property covered by the Mortgage:
WHEREAS, <u>Lender</u> has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that <u>Beneficiary</u> will specifically and unconditionally subordinate the
lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender
NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other
good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in
order to induce <u>Lender</u> to make the Loan above referred to, <u>Beneficiary</u> agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.

- 2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
- 3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.
- 4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This Subordination Agreement shall become invalid in the event that the new first loan amount Exceed **\$224,975.00**.

> Wells Fargo Bank N.A. s/b/m Beneficiary: Wachovia Mortgage Corporation

BY: Your & Slaughty

ITS: Vice President

State of Maryland County of Frederick

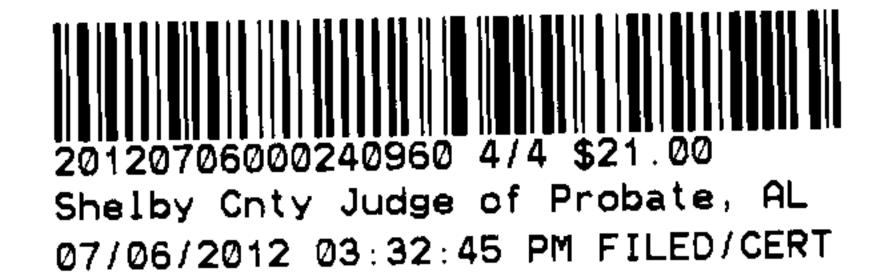
I, the undersigned authority, Notary Public in and for said County, in said State, hereby certify that whose name as <u>Lorna L Slaughtar</u> of \_\_\_\_ Vica President Wells Fargo Bank N.A s/b/m Wachovia Mortgage Corporation. is signed to the foregoing instrument, and who is known to me, acknowledged before me, on this day that, being informed of the contents of said instrument, (s) he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal this is the 8<sup>th</sup> of May 2012.

My Commission Expires:

20120706000240960 3/4 \$21.00

Shelby Cnty Judge of Probate, AL 07/06/2012 03:32:45 PM FILED/CERT



Order ID: 14115498 Loan No.: 0344732318

EXHIBIT A

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## The following described property:

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\* 4 × %

Lot 38, according to the survey of Eagle point, 12th Sector, Phase II, as recorded in map Book 23, Page 82, in the Probate Office of Shelby County, Alabama; Being situated in Shelby County, Alabama.

LEGAL DESCRIPTION

Assessor's Parcel Number: 093050006015000