Tax Parcel Number: 23-5-22-0-004-001.000

## Recording Requested By/Return To:

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

Return Recorded Documents To:
Nations Direct Title Agency
1100 Ocean Shore Blvd Suite 5
Omond Beach, FL 32176
(877) 236-2973

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Account Number: XXX-XXXX5228-1998 Reference Number: 4386540210262482

# SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 6/13/2012

Owner(s):

PHILLIP ANGLIN VALERIE ANGLIN

Current Lien Amount: \$25,000.00.

Senior Lender: Platinum Mortgage Inc.

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: 1534 BUTLER RD, ALABASTER, AL 35007

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.

PHILLIP ANGLIN AND VALERIE ANGLIN, HUSBAND/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 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 31st day of July, 2010, which was filed in Instrument # 20100816000260670 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 PHILLIP ANGLIN (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 \$265,556.00 (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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Page 2 of 3

## 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.

SUBORDINA	TING LENDER:				
Wells Fargo Ba	ınk, N.A.			JUN 1 4 2012	
By <u>(Signature)</u>				Date	
Barbara A. Edv (Printed Name)					
Work Director (Title)					
( I file)					
FOR NOTAR	IZATION OF LEND	ER PERSONNEL			
STATE OF	Oregon	) )ss.			
COUNTY OF	Washington	)			
administer oath Work Director	ns this <u>//</u> day o of Wells Fargo Bank, hority granted by its B	nent was acknowledged before not	, <u>AC/A</u> , by I r, on behalf of said S nally known to me o	Barbara A. Edwards, as Subordinating Lender	
				OFFICIAL SEAL JACKIE R PERRY NOTARY PUBLIC - OREGON COMMISSION NO. 447200 ION EXPIRES MARCH 04, 2014	4

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Page 3 of 3

## Legal Description Exhibit A

Lot 1, according to the Survey of Windy Oaks, Phase 2, as recorded in Map Book 15, Page 112, in the Probate Office of Shelby County, Alabama.