Tax Parcel Number: N/A

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

Shelby Cnty Judge of Probate, AL 08/01/2012 09:48:19 AM FILED/CERT

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Account Number: XXX-XXX-XXX3618-1998

Reference Number: 726106002046111

SUBORDINATION AGREEMENT FOR MODIFICATION OF **OPEN-END MORTGAGE**

Effective Date: 7/18/2012

Owner(s):

PATRICK B MORROW

MARGARET MORROW Inst # 20120801000279580

Current Line of Credit Recorded Commitment \$235,000.00 being reduced to \$50,000.00.

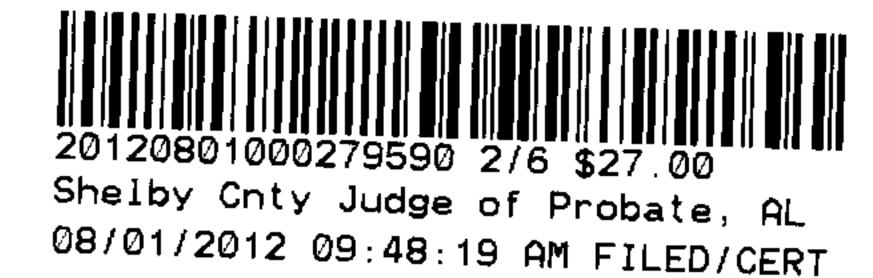
Senior Lender: Bancorp South Bank

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: 336 WOODWARD CT, BIRMINGHAM, AL 35242



Page 3 of 5

OFFICIAL SEAL

VIRGINIA GLEE BAUTISTA

NOTARY PUBLIC - OREGON

COMMISSION NO. 447070

MY COMMISSION EXPIRES MARCH 01, 2014

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.

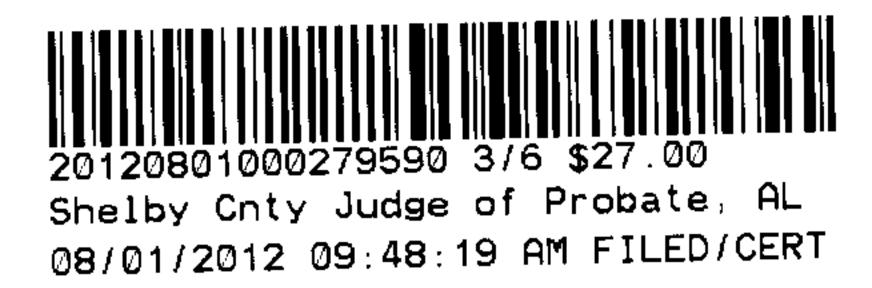
D. Signatures and Acknowledgements

HE360 SUB MOD - AL (rev 20120302)

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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. (Signature) Date Barbara A. Edwards (Printed Name) Work Director (Title) FOR NOTARIZATION OF LENDER PERSONNEL STATE OF Oregon **COUNTY OF** Washington The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this / \(\) 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. ASSESSES SESSES



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.

PATRICK B MORROW AND MARGARET MORROW, 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 Open-End 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 19th day of September, 2006, which was filed in Document ID# 20061017000513520 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 PATRICK B MORROW, MARGARET MORROW (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 \$217,000.00 (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

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$235,000.00 to the new credit limit of \$50,000.00.

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

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$235,000.00 to \$50,000.00.

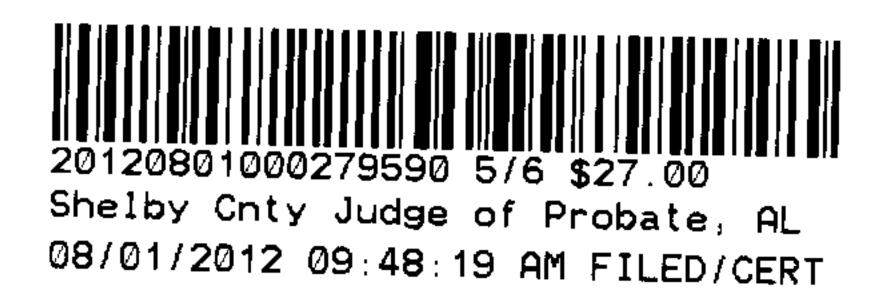
By signing this Agreement below, the Owner(s) agrees to this change.

PBM

mmm

08/01/2012 09:48:19 AM FILED/CERT

BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms. (Signature) PATRICK B MORROW (Date) (Signature MARGARET MORROW (Date) (Date) (Signature) (Signature) (Date) (Date) (Signature) (Signature) (Date) (Date) (Signature) (Date) (Signature) **DWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same. (Date) (Signature MARGARET MORROW (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date)



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

The State of Alabama County }

₹	Alam	Crocker Keits	L handby conti	s. that Patrice	r B m	
ı,	Morrow		is signed to the for			
	•	ne on this day that, being			_	ne executed the
same volu	intarily on the	day the same bears date	e. Given under my	hand this	day of	
	<u> </u>					

STATE ATTENTION

EXHIBIT A

Lot 34, according to the Survey of Legacy Place of Greystone, as recorded in Ma	ap Book
27, Page 36, in the Probate Office of Shelby County, Alabama; being situated in	Shelby
County, Alabama.	

Initials:	
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