34M1200434

Reli Settlement Solutions, LLC 3595 Grandview Parkway Suite 600 Birmingham, Alabama 35243

Tax Parcel Number: 03-9-30-0-002-001.069

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 20121003000378830 1/6 \$27.00 Shelby Cnty Judge of Probate, AL 10/03/2012 02:36:58 PM FILED/CERT

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Account Number: XXX-XXX-XXX2712-0001 Reference Number: 721101012750830

SUBORDINATION AGREEMENT FOR MODIFICATION OF MORTGAGE (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 9/17/2012

Owner(s):

JOSEPH JUZANG

SOPHIA W JUZANG

Current Line of Credit Recorded Commitment \$60,000.00 being reduced to \$58,000.00.

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: 1030 BERRINGTON CIRC, 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.

JOSEPH JUZANG AND SOPHIA W. JUZANG, 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 28th day of May, 2004, which was filed in Document ID# 20040608000307630 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 JOSEPH JUZANG, SOPHIA W JUZANG (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 \$262,000.00 (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 \$60,000.00 to the new credit limit of \$58,000.00.

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 \$60,000.00 to \$58,000.00.

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

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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

SUBORDINATING LENDER:

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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.

Wells Fargo Bank, N.A. SEP 1 7 2012 Date (Signature) 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 _, <u>2012</u>, 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) SOCIONES CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CONTRA DEL CONTRA DE LA CO OFFICIAL SEAL

VIRGINIA GLEE BAUTISTA

NOTARY PUBLIC - OREGON COMMISSION NO. 447070

COMMISSION EXPIRES MARCH 01, 2014

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Shelby Cnty Judge of Probate, AL

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BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms. (Signature) JUSEPH JUZANG (Date) (Signature) SOPHIA W JUZANG (Date) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) OWNER(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. (Signature) OSEPH JUZANG (Date) (Signature) SOPHIA W JUZANG (Date) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature) (Date) (Signature)

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

The State of Alabama	}
Jefferson	County }
T A 1 7 - Br	, hereby certify that Joseph Juzang and wife,
I, <u>Ashley Murrill Wehunt</u> Sphia W. Juzang whose name	nereby certify that bookers out and who is known to me
celenoveledged before me on this day that being	is signed to the foregoing conveyance, and who is known to me, ag informed of the contents of the conveyance, he/she executed the
	te. Given under my hand this 19th day of
September 2012	
WELL WELL WELLING	(Style of Officer) Luil Wallet
TOTARY OF HUMINIAN AND THE WARRY OF THE WARR	NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar 16, 2014 BONDED THRU NOTARY PUBLIC UNDERWRITERS

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Exhibit A

Reference Number: 721101012750830

Legal Description:

Lot 1031, according to the Survey of Brook Highland, 10th Sector, 2nd Phase, as recorded in Map Book 18, Page 36 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Property Legal Description-sub only(2012-02-07) Exhibit A 000000000563710

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