

Tax Parcel Number: 101020012020000

**Recording Requested By/Return To:**

Wells Fargo Bank  
Attention: CPS3-VA0343  
P.O. Box 50010  
Roanoke, Virginia 24022

**This Instrument Prepared by:**

Wells Fargo Bank  
Lending Solutions- VA - 0343  
7711 Plantation Road  
Roanoke, Virginia 24019

Recording Requested by &  
When Recorded Return To:

US Recordings, Inc.  
2925 Country Drive Ste 201  
St. Paul, MN 55117

Instrument

CORRECTIVE MORTGAGE: THIS MORTGAGE (OR DEED) WHICH WAS ORIGINALLY  
RECORDED IN Shelby COUNTY, STATE OF AL IN DEED  
BOOK 20100123 PAGE 184 IS BEING SENT FOR  
RECORDING FOR THE PURPOSE OF CORRECTING Recital info

{Space Above This Line for Recording Data}

1080-3824691-0  
Visit Number: 0733995647

76431802

Record  
210

**SUBORDINATION AGREEMENT**  
Closed-End Mortgage

Effective Date: May 06, 2010

Owner(s): Phillip E. Grice, unmarried man

Current Lien Amount \$ 60,818.35

Senior Lender: RoundPoint Mortgage Company, ISAOA / ATIMA

Subordinating Lender: Wells Fargo Bank, NA a successor in interest to Wachovia Bank, NA

Property Address: 1166 Inverness Cove Way, 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.

Phillip E. Grice  
(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 Closed-End Mortgage given by the Borrower, covering that real property, more particularly described as follows:

n/a

which document is dated the 13 day of December, 2007, which was filed in Instrument#  
\* 2008016000022450 at page 1 of 13 (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"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit  
agreement extended to

Phillip Edwin Grice  
(individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit").

\* 20080116000032450

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT  
to exceed \$ 185,860.00 (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.

**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.

**SUBORDINATING LENDER:**

Wells Fargo Bank, NA a successor in interest to Wachovia Bank, NA

By *Lisa Sowers*  
(Signature)

5/6/10  
Date

Lisa Sowers  
(Printed Name) Asst. Vice President

\_\_\_\_\_  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF VA )  
COUNTY OF Roanoke ) ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 6 day of May, 2010, by Lisa Sowers, as AVP (title) of the Subordinating Lender named above, 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.

*L.M. Johnson* (Notary Public)

My Commission Expires: \_\_\_\_\_



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal - County of Roanoke  
My commission expires 10/31/2013  
L.M. Johnson ID # 357587






  
20100623000198490 4/4 \$20.00  
Shelby Cnty Judge of Probate, AL  
06/23/2010 10:54:11 AM FILED/CERT

EXHIBIT "A"

Lot 60A, according to the Final Plat of the Residential Subdivision Inverness Cove Phase 2 - Resurvey # 1, as recorded in Map Book 36, Page 110 A & B, in the Probate Office of Shelby County, Alabama.

Parcel No.: 101020012020000

  
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7721 6/10/2010 76431802/2

  
20121018000401660 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/18/2012 03:26:02 PM FILED/CERT