Shelby Cnty Judge of Probate, AL

06/23/2010 10:54:11 AM FILED/CERT

Tax Parcel Number: 101020012020000

Recording | Requested By/Return To:

Wells Fargo Bank

Attention: CRS3-VA0343

P.O. Box 50010

This Instrument Prepared by:

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

20121018000401660 1/4 \$21.00 Shelby Cnty Judge of Probate, AL 10/18/2012 03:26:02 PM FILED/CERT

Recording Requested by &

When Recorded Return To: US Recordings, Inc. 2925 Country Drive Ste 201

CORRECTIVE MORTGAGE: THIS MORTGAGE (OR DEED) WHICH WAS ORIGINALLY RECORDED IN SINC I DU COUNTY, STATE OF AL IN DEED 101 BOOK SOLD DOS PASES OF CORRECTING RECITALIANT OF

St. Paul, MN 55117

Space Above This Line for Recording Data

15th Number: 0733995647

76431702 Werd

SUBORDINATION AGREEMENT

Closed-End Mortgage

Effective Date: May 06, 2010

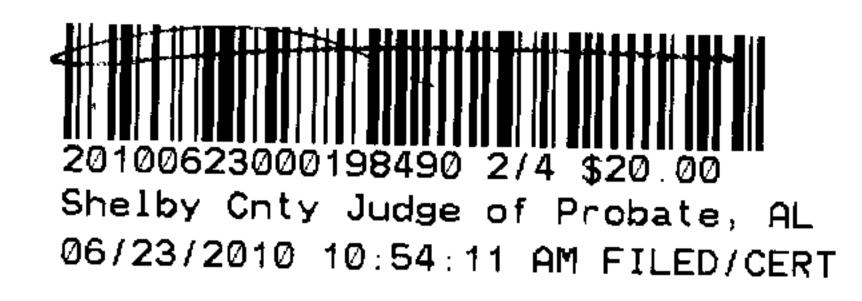
Owner(s): Phillip E. Grice, un massified

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")

(individually and collectively "Borrower") by Subordinating Lender (the "Line of Credit"). # 20080116000033450

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.

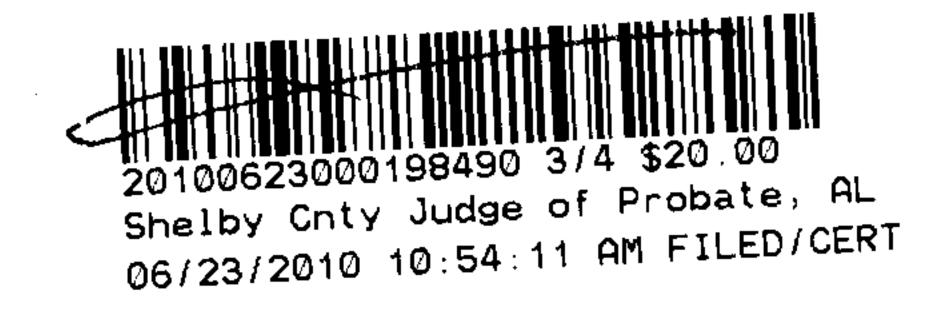
Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

WB_SUBORDINATION ONLY_AL 10/21/2009

20121018000401660 2/4 \$21.00 Shelby Cnty Judge of Probate, AL 10/18/2012 03:26:02 PM FILED/CERT

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.

SUBORDINATING LENDER:	
Wells Fargo Bank, NA a successor in interest to Wachovia Bank, NA	
$-\frac{1}{2}$	5/1/1/
By Cionatura (Cionatura (Cionatura Cionatura (Cionatura Cionatura	Doto
(Signature)	Date
Lisa Sowers	
(Printed Name) Asst. Vios President	
(Title)	
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF \sqrt{A}	
COUNTY OF ROUNDLE	
The foregoing Subordination Agreement was acknowledged before me, a notary padminister oaths this day of May, 2010, by Lisa Sulvey	ublic or other official qualified to
(title) of the Subordinating Lender na	
Subordinating Lender pursuant to authority granted by its Board of Directors. S/he	
produced satisfactory proof of his/her identity.	
H. M. John (Notary Public)	
	Embossed Hereon is My Commonwealth of Vi Notary Public Seal - County of Roanoke My commission expires 10/31/2013 L.M. Johnson ID # 357587

20121018000401660 3/4 \$21.00 Shelby Cnty Judge of Probate, AL 10/18/2012 03:26:02 PM FILED/CERT

Page 3 of 3

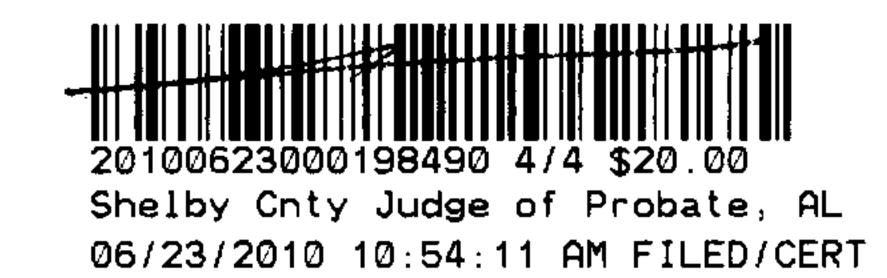


EXHIBIT "A"

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

.

·U01327259· 7721 6/10/2010 76431802/2