Tax Parcel Number: N/A

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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

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**Space Above This Line for Recording Data** 

Account Number: XXX-XXX-XXX9141-0001

Reference Number: 4386540240125758

# SUBORDINATION AGREEMENT FOR MORTGAGE

Effective Date: 9/27/2012

Owner(s):

PAMELA G HARTFIELD RICHARD C HARTFIELD

Current Lien Amount: \$66,000.00.

Senior Lender: Jpmorgan Chase Bank, N.a.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTHTRUST BANK

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: 216 BARKWOOD LOOP, CALERA, AL 35040

HE360 SUB - AL (rev 20120217) 0000000000571671

20121106000427090 1/4 \$22.00

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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.

PAMELA G HARTFIELD AND RICHARD C HARTFIELD; JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP (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 (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 21st day of September, 2001, which was filed in Instrument # 2001-53289 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 PAMELA G HARTFIELD (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 \$142,817.00 (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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## 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.

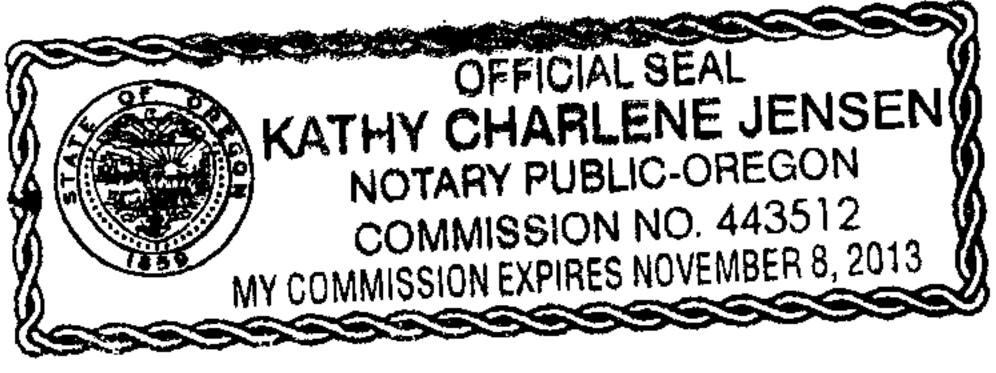
#### SUBORDINATING LENDER:

Wells Fargo Bank, N.A.	
By	SEP 2 7 2012
(Signature)	Date
Jodi Sanborn	
(Printed Name)	
Assistant Vice President	
(Title)	

## FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF	Oregon	)	
		)ss.	
COUNTY OF	Multnomah	)	

(Notary Public)



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Title No.: 19604021

#### LEGAL DESCRIPTION

#### **EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN CITY OF CALERA, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED INST # 1992-3107, ID# 29-4-17-0-000-008.000, BEING KNOWN AND DESIGNATED AS:

ALL OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17 TOWNSHIP 22 SOUTH RANGE 1 WEST LYING NORTH OF THE RIGHT OF WAY OF L & N RAILROAD, SHELBY COUNTY ALABAMA ALSO AN EASEMENT SIXTY (60) FEET IN WIDTH FOR A RIGHT OF WAY FOR A ROAD OVER AND ACROSS THE SE 1/4 OF THE SW 1/4 OF SECTION 8 AND THE E 1/2 OF THE NW 1/4 OF SECTION 17 TOWNSHIP 22 SOUTH RANGE 1 WEST SHELBY COUNTY ALBAMA SAID RIGHT OF WAY CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN 30 FEET WEST OF THE INTERSECTION OF THE EST LINE OF SE 1/4 OF THE SW 1/4 SECTION 8 TOWNSHIP 22 SOUTH RANGE 1 WEST AND THE SHELBY COUNTY ROAD NUMBER 42 THENCE SOUTHWARDLY MEANDERIG ALONG RIDGE AND OLD LOGGING ROAD IN SAID SE 1/4 OF THE SW 1/4 SECTION 8 THENCE COTNINUE SOUTHWARDLY MEANDERING ALONG RIDGE AND OLD LOGGING ROAD IN THE E 1/2 OF THE NW 1/4 OF SECTION 17 TO THE NORTH OF THE NE 1/4 OF THE SW 1/4 OF SECTION 17 TOWNSHIP 22 SOUTH RANGE 1 WEST SHELBY COUNTY ALABAMA.

MORE COMMONLY KNOWN AS: 216 BARKWOOD LOOP CALERA AL 35040

BY FEE SIMPLE DEED FROM JERRY D OWEN, SINGLE AS SET FORTH IN INST # 1992-3107 DATED 12/15/1992 AND RECORDED 12/23/1992, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

20121106000427090 4/4 \$22.00 20121106000427090 6/4 \$22.00 Shelby Cnty Judge of Probate, AL 11/06/2012 01:17:39 PM FILED/CERT