



20121121000447770 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
11/21/2012 03:05:49 PM FILED/CERT

Tax Parcel Number: 13-1-02-1-000-008.007

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001
TP#21058617

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX1991-1998

Reference Number: 4386540210001617

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 8/3/2012

Owner(s): TIMOTHY W SCOTT
LEE L SCOTT

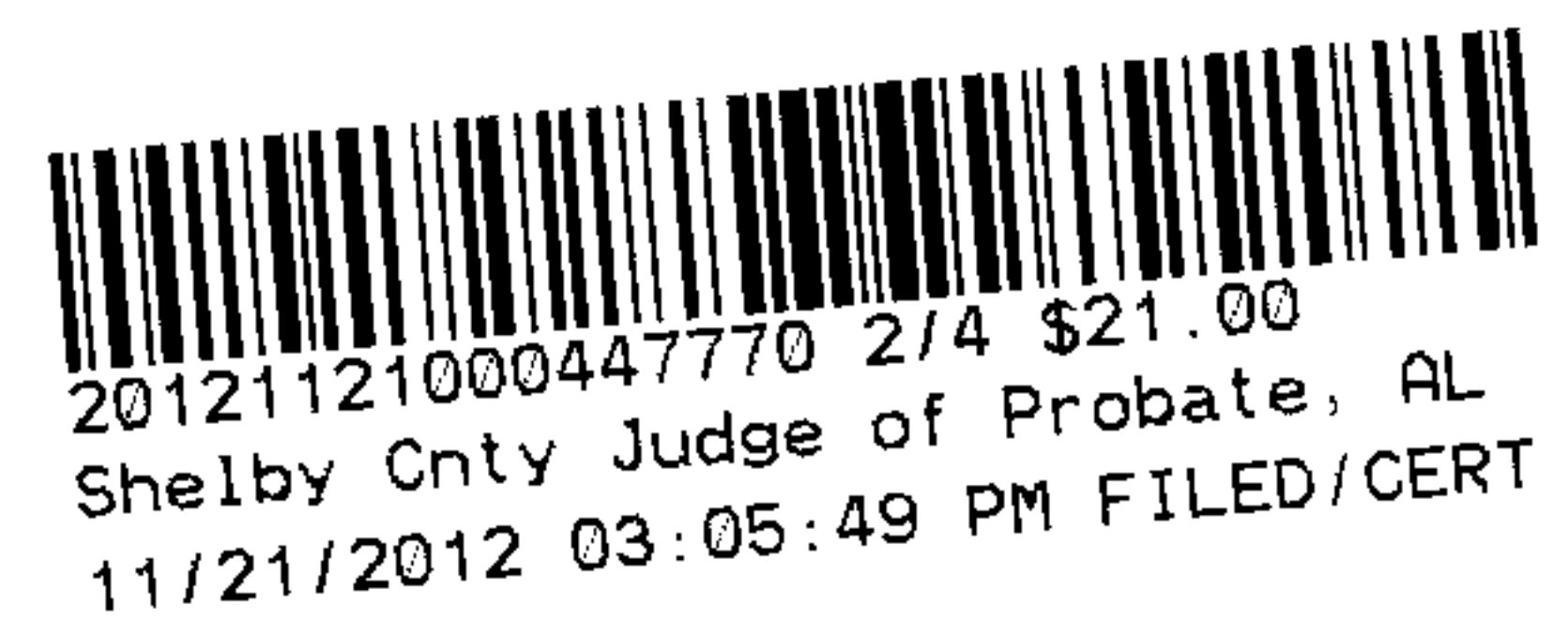
Current Lien Amount: \$50,000.00.

Senior Lender: CITIBANK, N.A.

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: 2117 AARON ROAD, PELHAM, AL 35124



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.

TIMOTHY W SCOTT AND LEE L SCOTT (MARRIED) (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 14th day of April, 2005, which was filed in Instrument # 20050531000259980 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 TIMOTHY W SCOTT and LEE L SCOTT (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 \$117,279.00 (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, N.A.

By

(Signature)

AUG 03 2012

Date

Crystal C. Mauldin

(Printed Name)

Customer Service Supervisor

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)

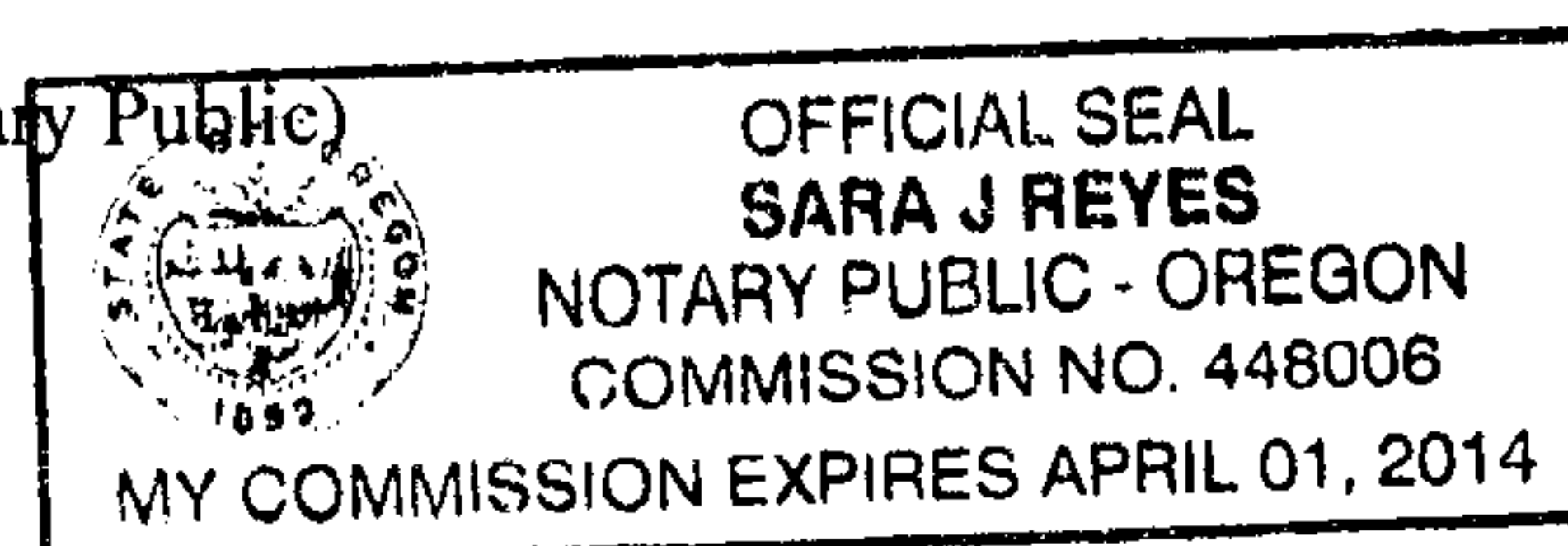
)ss.

COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3 day of August 2012, by Crystal C. Mauldin, as Customer Service Supervisor 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.

Sara J Reyes

(Notary Public)



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Exhibit "A"

Legal Description

ALL THAT PARCEL OF LAND IN **SHELBY COUNTY**, STATE OF **ALABAMA**, AS MORE FULLY DESCRIBED IN DEED DOC # 20050110000014310, ID# 131021000008007, BEING KNOWN AND DESIGNATED AS: A PARCEL OF LAND IN THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, DESCRIBED AS FOLLOWS: COMMENCE AT THE NE CORNER OF THE NW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SECTION 2, TOWNSHIP 20 SOUTH, RANGE 3 WEST, SHELBY COUNTY, ALABAMA AND RUN THENCE SOUTHERLY ALONG THE EAST LINE OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION 230.00 FEET TO THE POINT OF BEGINNING OF THE PROPERTY BEING DESCRIBED; THENCE CONTINUE SOUTHERLY ALONG LAST DESCRIBED COURSE A DISTANCE OF 285.15 FEET TO A POINT; THENCE TURN 90 DEG. 00 MIN. 00 SEC. RIGHT AND RUN WESTERLY 136.35 FEET TO A POINT ON THE EASTERLY MARGIN OF AARON ROAD IN A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 35 DEG. 22 MIN. 24 SEC. AND A RADIUS OF 482.50 FEET; THENCE TURN 74 DEG. 27 MIN. 32 SEC. RIGHT TO CHORD AND RUN NORTH-NORTHWESTERLY ALONG THE ARC OF SAID ROAD MARGIN AN ARC DISTANCE OF 297.89 FEET TO A POINT; THENCE TURN 104 DEG. 49 MIN. 25 SEC. RIGHT FROM CHORD AND RUN EASTERLY 214.92 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY AS CONVEYED TO TIMOTHY W. SCOTT AND LEE L. SCOTT BY FEE SIMPLE DEED FROM JOHN WILLIAMS HARKINS, JR. AND MYRRIUM S. HARKINS, HUSBAND AND WIFE AS SET FORTH IN DEED DOCUMENT 20050110000014310, DATED 12/29/2004, RECORDED 01/10/2005, IN THE COUNTY OF SHELBY, STATE OF ALABAMA.

MORE COMMONLY KNOWN AS 2117 AARON ROAD, PELHAM, AL 35124.