

Tax Parcel Number: 15-3-05-2-005-013-000

20121204000462910 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/04/2012 12:39:00 PM FILED/CERT

**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-XXX9421-1998

Reference Number: 4386540210206406

**SUBORDINATION AGREEMENT FOR  
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 11/1/2012

Owner(s): KENNETH D SIMMONS  
KIMBERLY D SIMMONS

Current Lien Amount: \$60,000.00.

Senior Lender: Wells Fargo Bank, 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: 108 Astor Circle, Chelsea, AL 35043



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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.

KENNETH D SIMMONS-HUSBAND; KIMBERLY D SIMMONS-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 Home Equity Line Of Credit 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 4th day of October, 2007, which was filed in Document ID# 20071030000501060 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 KENNETH D SIMMONS (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 \$150,000.00 (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. 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 \_\_\_\_\_  
(Signature)

**NOV 02 2012**  
Date

Christopher L. Wheeler  
(Printed Name)

Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia )  
 )ss.  
COUNTY OF Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 2 day of November, 2012, by Christopher L. Wheeler, as Vice President Loan Documentation 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.

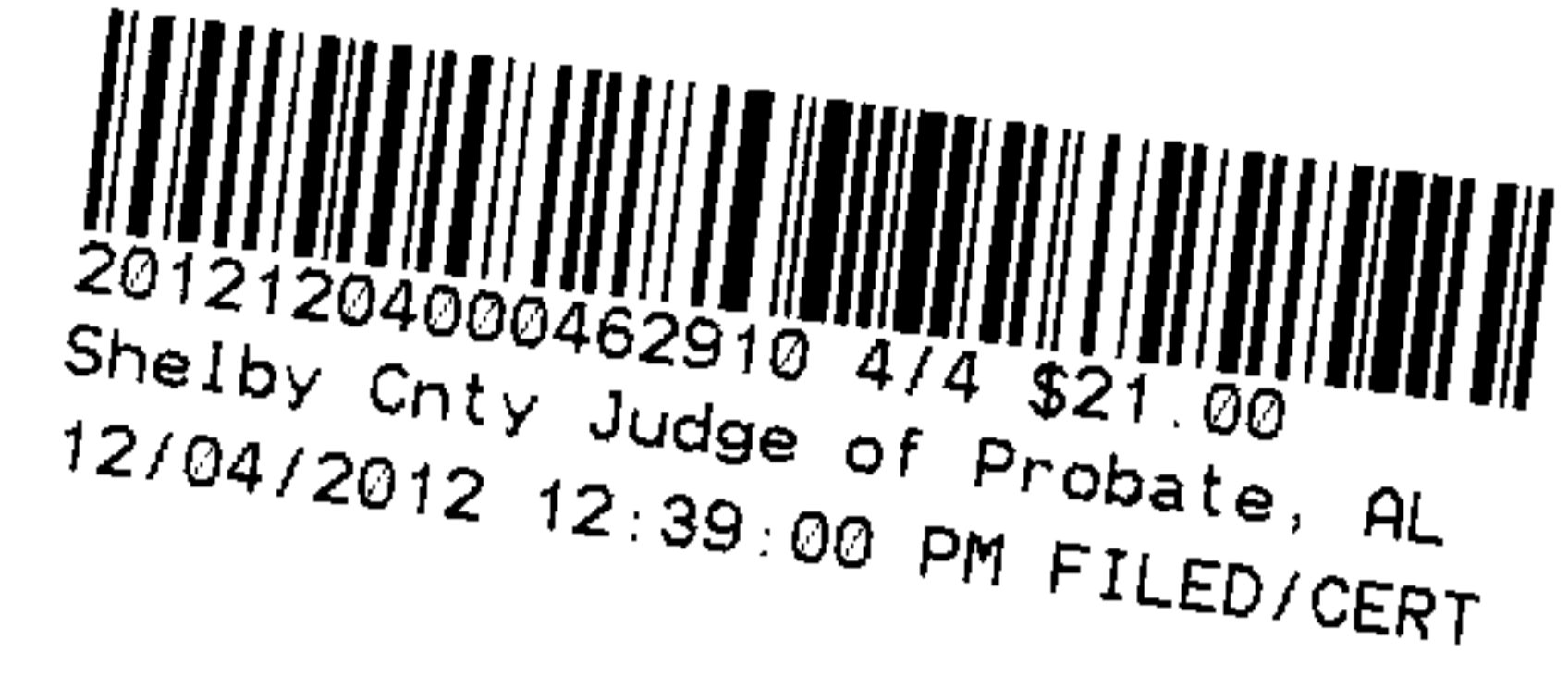
Sandra Jean Lucas (Notary Public)

**Sandra Jean Lucas**  
**Notary Public 239947**  
**Commonwealth of Virginia**  
**My Commission Expires April 30, 2016**

**Exhibit A**

Reference Number: 721101065098489

**Legal Description:**



LOT 515 ACCORDING TO THE SURVEY OF WINDSTONE V AS RECORDED IN MAP BOOK 31, PAGE 60, SHELBY COUNTY, ALABAMA RECORDS.