

20121207000470330 1/7 \$30.00  
Shelby Cnty Judge of Probate, AL  
12/07/2012 02:52:54 PM FILED/CERT

Tax Parcel Number: 10-1-12-0-008-070-000

**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

**TIMIOS, INC.**

5716 Corsa Avenue  
Suite 102  
Westlake Village, CA 91362

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[Space Above This Line for Recording Data]

Account Number: XXX-XXX-XXX8471-1998

Reference Number: 721101005789110

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

Effective Date: 10/16/2012

Owner(s): LEE G ROSS III  
DEBORAH G ROSS

Current Line of Credit Recorded Commitment \$58,300.00 being reduced to \$24,000.00.

Senior Lender: LSI Mortgage Plus

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: 5373 HARVEST RIDGE LN, 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.

LEE G ROSS III, UNMARRIED AND DEBORAH G ROSS, UNMARRIED 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 11th day of February, 2008, which was filed in Document ID# 20080306000093600 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 DEBORAH GRINDER ROSS, LEE G ROSS III (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 \$177,000.00 (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. Agreement to Change Credit Limit**

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$58,300.00 to the new credit limit of \$24,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$58,300.00 to \$24,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.



**C. 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.

**D. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

By *Lisa M Sowers* OCT 16 2012  
(Signature) Date

Lisa M. Sowers  
(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 16 day of October, 2012, by Lisa M. Sowers, 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)

**BORROWER(S):** I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

*Deborah Grider Ross*  
(Signature) ~~DEBORAH GRIDER ROSS~~

*11/29/12*  
(Date)

*Lee G Ross III*  
(Signature) LEE G ROSS III

*11/29/12*  
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

**OWNER(S):** As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

*Lee G Ross III*  
(Signature) LEE G ROSS III

*11/29/12*  
(Date)

*Deborah G Ross*  
(Signature) DEBORAH G ROSS

*11/29/12*  
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

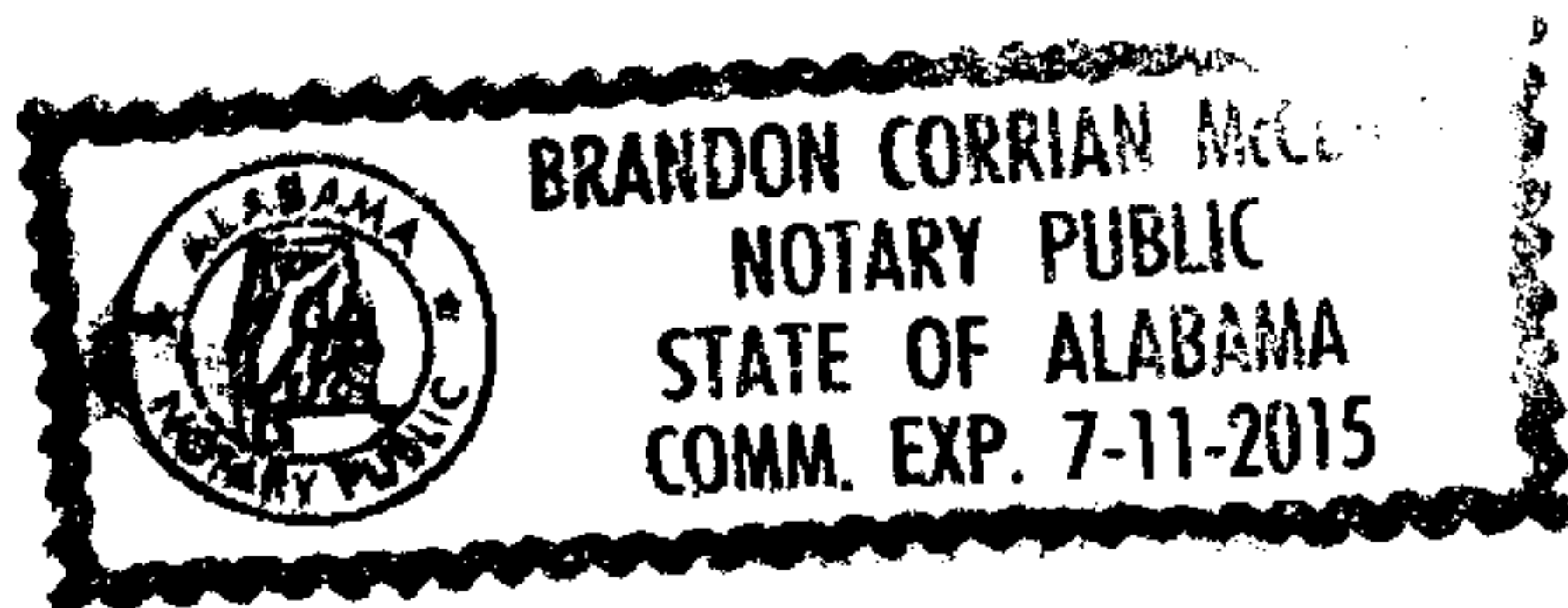


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**For An Individual Acting in His/Her Own Right:  
ACKNOWLEDGEMENT FOR INDIVIDUAL**

The State of AL  
Jefferson County }

I, Brandos McClain, hereby certify that DebraNGross  
Lee G. Ross whose name is signed to the foregoing conveyance, and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the  
same voluntarily on the day the same bears date. Given under my hand this 29th day of  
NOV, 2012.



[Signature]  
(Style of Officer)





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**For An Individual Trustee Borrower:**

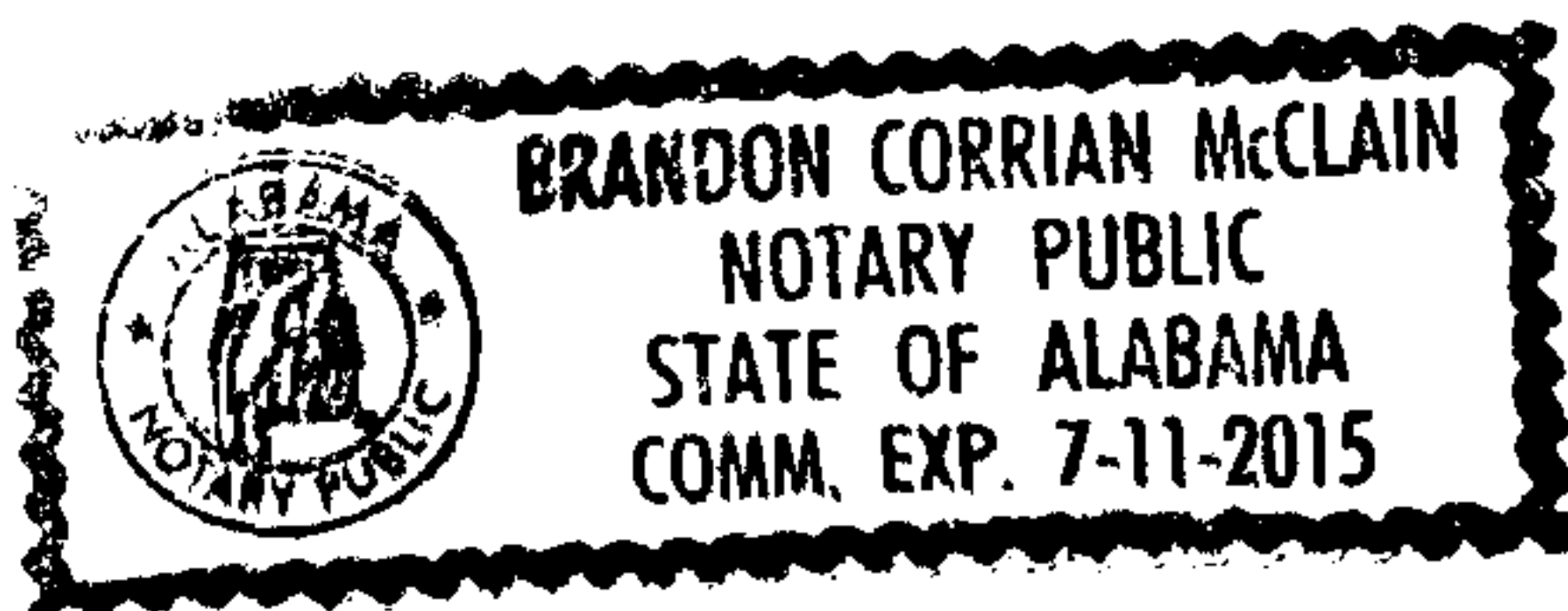
**ACKNOWLEDGMENT FOR AN OFFICIAL OR OTHER PERSON IN REPRESENTATIVE CAPACITY**

The State of AL }  
Jefferson County }


I, Brandon McClain, a Notary, in and for said County in  
said State, hereby certify that Lee G. Ross II  
Deborah G. Ross, whose name as

\_\_\_\_\_ is signed to the foregoing conveyance and who is known to me,  
acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity  
as such \_\_\_\_\_, executed the same voluntarily on the day the same bears date.

Given under my hand this the 29th day of Nov, 2012



Brandon McClain  
(Style of Officer)

  
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### LEGAL DESCRIPTION

**THE FOLLOWING DESCRIBED REAL ESTATE**, SITUATED IN SHELBY COUNTY, ALABAMA,  
TO WIT:

A PARCEL OF LAND LOCATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND KNOWN  
AS: BEING LOT NUMBER 70, IN THE SURVEY OF MEADOW BROOK 12TH SECTOR, AS SHOWN  
IN THE RECORDED PLAT/MAP THEREOF IN MAP BOOK 9, PAGE 27, OF SHELBY COUNTY  
RECORDS.

BEING THE SAME PROPERTY CONVEYED TO DEBORAH G. ROSS AND LEE G. ROSS, III,  
WIFE AND HUSBAND AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP BY DEED FROM  
DEBORAH G. ROSS, FORMERLY KNOWN AS DEBORAH G. DEPIANO, A MARRIED WOMAN WHO  
ACQUIRED TITLE AS A SINGLE WOMAN AND JOINED BY HER SPOUSE LEE G. ROSS, III  
RECORDED 02/19/2007 IN DEED BOOK PAGE , IN THE PROBATE JUDGE'S OFFICE FOR  
SHELBY COUNTY, ALABAMA.