Tax Parcel Number: 038340001006006

Return To: 143910133 LSI-LPS East Recording Solutions 700 Cherrington Parkway Coraopolis, PA 15108

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

> 20121227000494320 1/4 \$21.00 Shelby Cnty Judge of Probate: AL

> Shelby Cnty Judge of Probate, AL 12/27/2012 09:38:38 AM FILED/CERT

### {Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX2032-1998

Reference Number: 4386540210254760

## SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 7/10/2012

Owner(s):

RICHARD M WOODS MAYYICA

Current Lien Amount: \$26,000.00.

Senior Lender: Jpmorgan Chase 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: 1410 DUNNAVANT VALLEY RD, 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.

KRISTEN R WOODS AND RICHARD M WOODS, HUSBAND AND WIFE; 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 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 8th day of May, 2009, which was filed in Document ID# 20090526000195980 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 RICHARD M WOODS and KRISTEN R WOODS (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 \$266,955.00 (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.

Wells Fargo Ban	k, N.A.		4 0 000
By			JUL 1 0 2012
(Signature)			Date
Christopher L. W	heeler		
(Printed Name)			
Officer		·····	
(Title)			
FOR NOTARIZ	ZATION OF LENDER I	PERSONNEL	
STATE OF	Virginia	)	
COUNTY OF	Roanoke	)ss.	
	•		notary public or other official qualified
administer oaths Officer of Wells	this // day of Fargo Bank, N.A., the St	bordinating Lender, on behalf	by Christopher L. Wheeler, a of said Subordinating Lender pursuant to
	by its Board of Directors	s. She) is personally known to n	of said Subordinating Lender pursuant to ne or has produced satisfactory proof of
his/her identity.	<b>^</b>		
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	Sandra Jean Notary Public	23984/	
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Order No.: **14396633**Loan No.: 1980978654

## **Exhibit A**

The following described property:

Lot 1, of the Richard Woods Estate, a One Lot Residential Subdivision, as recorded in Map Book 18, Page 53, in the Probate Office of Shelby County, Alabama.

Subject to: (1) Taxes for the year 1994 and subsequent years.

- (2) Easements, restrictions, reservations, rights-of-way, limitations, covenants and conditions of Record, if any.
- (3) Mineral and mining rights, if any.

Assessor's Parcel No: 038340001006006

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