

Tax Parcel Number: 09-2-09-0-007-018.000

**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

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[Space Above This Line for Recording Data]

Account Number: XXX-XXX-XXX4472-0001

Reference Number: 726106011395184

**SUBORDINATION AGREEMENT FOR MODIFICATION OF  
MORTGAGE (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 12/26/2012

Owner(s): EDWARD W SPENCER JR  
MARY P SPENCER


Current Line of Credit Recorded Commitment \$35,000.00 being reduced to \$34,700.00.

Senior Lender: BANK OF AMERICA, 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: 259 HIGHLAND PARK DR, BIRMINGHAM, AL 35242

  
20130131000041580 1/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
01/31/2013 11:37:44 AM FILED/CERT

HE360 SUB MOD - AL (rev 20120302)  
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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.

EDWARD W SPENCER JR AND MARY P SPENCER; HUSBAND AND WIFE JTWROS 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 (With Future Advance Clause) (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 23rd day of September, 2004, which was filed in Document ID# 20041021000582720 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 EDWARD W SPENCER JR, MARY P SPENCER (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 \$270,000.00 (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 \$35,000.00 to the new credit limit of \$34,700.00.

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 \$35,000.00 to \$34,700.00.

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                       
(Signature)

DEC 26 2012

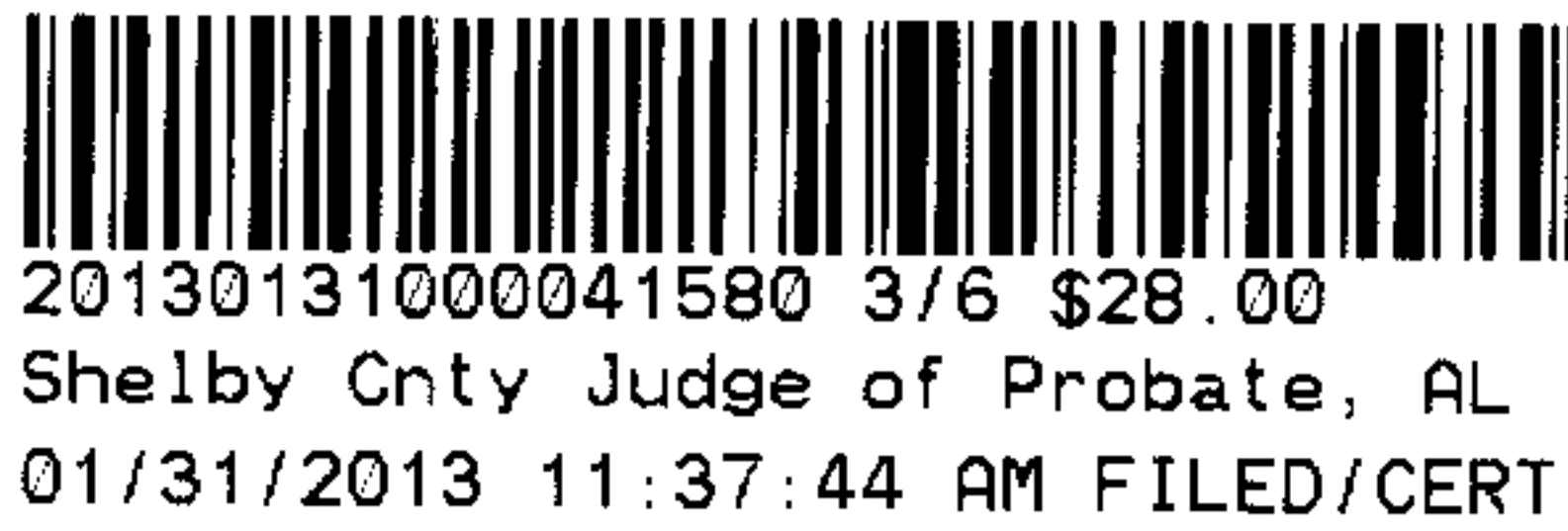
Date \_\_\_\_\_

Nancy Irene Miskell  
(Printed Name)

Vice President Loan Documentation  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

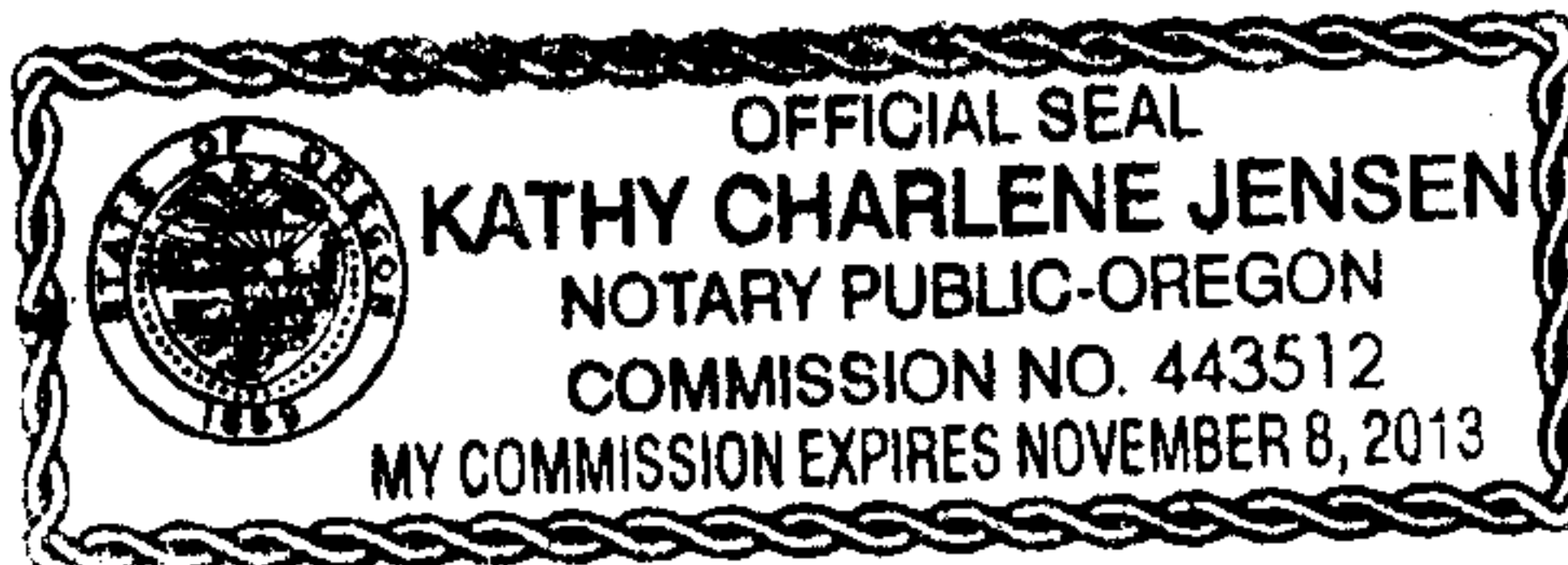
STATE OF Oregon )  
 )ss.  
COUNTY OF Multnomah )



The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 26 day of Dec, 2012, by Nancy Irene Miskell, 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.

Kathy Coulter Jensen (Notary Public)

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

Edward W Spencer Jr  
(Signature) EDWARD W SPENCER JR

1/11/13  
(Date)

Mary P Spencer  
(Signature) MARY P SPENCER

1/11/13  
(Date)

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(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.

Edward W Spencer Jr  
(Signature) EDWARD W SPENCER JR

1/11/13  
(Date)

Mary P Spencer  
(Signature) MARY P SPENCER

1/11/13  
(Date)

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(Date)



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

The State of Alabama }  
Jefferson County }

I, Jeff H. Parker, hereby certify that Edward W. Spencer, Jr. and  
Mary P. Spencer 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 11th day of  
January, 2013.

Jeff H. Parker  
(Style of Officer)



20130131000041580 5/6 \$28.00  
Shelby Cnty Judge of Probate, AL  
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# Exhibit A

## Legal Description

Lot 1708-A, according to a Re-subdivision of Highland Lakes, 17<sup>th</sup> Sector, an Eddleman Community, as recorded in Map Book 27, Page 90 A & B, in the Probate Office of Shelby County, Alabama, being situated in Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded in Instrument No. 1994-07111 and amended in Instrument No. 1996-17543 and Instrument No. 1999-31095 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 17<sup>th</sup> Sector, recorded in Instrument No. 2000-41317 in the Probate Office of Shelby County, Alabama.



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