

Tax Parcel Number: 101020004004000

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

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


20130131000041650 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
01/31/2013 12:07:55 PM FILED/CERT

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Account Number: XXX-XXX-XXX3625-0001

Reference Number:

**SUBORDINATION AGREEMENT FOR
HOME EQUITY LINE OF CREDIT MORTGAGE (SECURING FUTURE ADVANCES)**

Effective Date: 11/19/2012

Owner(s): HARRY L FINDLEY III
CATHERINE FINDLEY

Current Lien Amount: \$29,400.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO E-LOAN, INC., A
DELAWARE CORPORATION

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: 3029 Old Stone DR, 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.

HARRY L. FINDLEY III AND CATHERINE FINDLEY, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS THEN TO THE SURVIVOR OF THEM (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 (Securing Future Advances) (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 October, 2002, which was filed in Document ID# 20021105000547630 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 HARRY L FINDLEY III and CATHERINE FINDLEY (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 \$111,811.00 (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]
(Signature)

NOV 19 2012

Date

Barbara A. Edwards
(Printed Name)

Vice President Loan Documentation
(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 19 day of NOV, 2012, by Barbara A. Edwards, 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.

Virginia Glee Bautista (Notary Public)
Virginia Glee Bautista

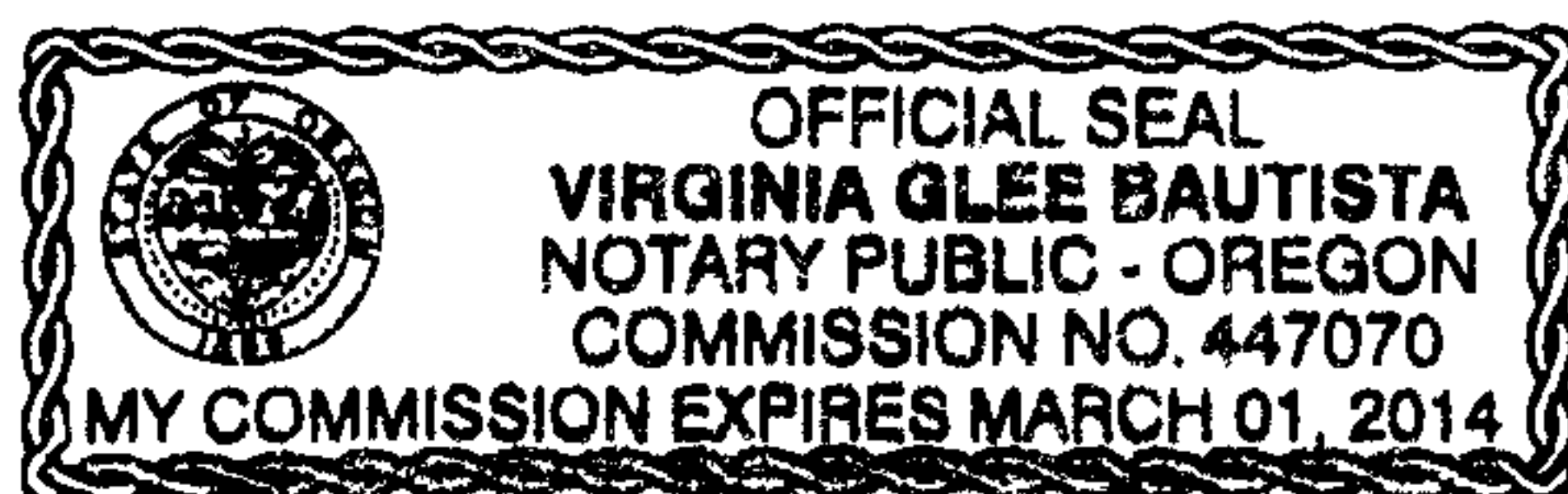


EXHIBIT "A"

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM, DESCRIBED AS FOLLOWS:

LOT 13, IN BLOCK 2, ACCORDING TO THE SURVEY OF STONERIDGE, PHASE I, AS RECORDED IN MAP BOOK 5, PAGE 153, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Being all of that certain property conveyed to HARRY L. FINDLEY, III AND CATHERINE FINDLEY, FOR AND DURING THEIR JOINT LIVES AS JOINT TENANTS AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM from STEPHEN M. DEDMON AND WIFE, TONYA B. DEDMON, by deed dated May 1, 2001 and recorded May 25, 2001 as INSTRUMENT NO. 2001-21293 of official records.

APN #: 10-1-02-0-004-004-000

Commonly known as: 3029 Old Stone DR, BIRMINGHAM, AL 35242

 FINDLEY
46326482

AL

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING


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