

Tax Parcel Number: 093080001008005

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

7604614

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX4817-1998

Reference Number: 4386540210261435

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

Effective Date: 10/30/2012

Owner(s): JAMES G COSMAS

Current Lien Amount: \$29,000.00.

Senior Lender: Ally Bank

Subordinating Lender: Wells Fargo Bank, N.A.

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: 4478 VILLAGE GREEN DR, BIRMINGHAM, AL 35242

HE360 SUB - AL (rev 20120217)
0000000000594588

20130220000071850 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/20/2013 12:23:39 PM FILED/CERT

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.

JAMES G COSMAS, 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 4th day of June, 2010, which was filed in Document ID# 20100621000195320 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 JAMES GUS COSMAS (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 \$105,000.00 (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)

Lisa M. Sowers

OCT 30 2012
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 30 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)



Embossed Hereon is My Commonwealth of VA
Notary Public Seal - City of Salem
My commission expires 04/30/2016
Sandra Jean Lucas ID # 239947

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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 6, ACCORDING TO THE SURVEY OF OLD VIRGINIA, AS RECORDED
IN MAP BOOK 7, PAGE 117, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO JAMES G.
COSMAS, AN UNMARRIED PERSON FROM ADAM J. IRETON AND JULIE A.
IRETON, HUSBAND AND WIFE BY DEED DATED 03/04/98 AND RECORDED
04/03/98 IN INSTRUMENT NO. 1998-11858, IN THE LAND RECORDS OF
SHELBY COUNTY, ALABAMA.

PPN: 09-3-06-0-001-008.005
JAMES G. COSMAS, AN UNMARRIED PERSON

4478 VILLAGE GREEN DRIVE, BIRMINGHAM AL 35242
Loan Reference Number : 7604614/000688052280
First American Order No: 46228423
Identifier:



Return To:

FIRST AMERICAN MORTGAGE SERVICES
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: National Recording

