



201302260000081800 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
02/26/2013 02:42:51 PM FILED/CERT

Tax Parcel Number: NA

**Recording Requested By/Return To:**

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

Chicago Title  
ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001

**This Document Prepared By:**

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Wells Fargo  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

24849244

MIN # 100183000000032315

[Space Above This Line for Recording Data]

MERS Telephone #

1-(888) 679-6377

Account Number: XXX-XXX-XXX7409-0001

Reference Number: 100183000000032315

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

Effective Date: 1/2/2013

Owner(s): ANDREA B CARVER

Current Lien Amount: \$23,700.00

Senior Lender: JP Morgan Chase Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO CITIZENS 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: 201 CALLOWAY LANE, PELHAM, AL 35124



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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.

ANDREA B CARVER, AN UNMARRIED WOMAN. (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 27th day of January, 2005, which was filed in Document ID# 20050128000043740 at page NA (or as No. NA) 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 ANDREA B CARVER (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 \$89,500.00 (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.

(Signature)

Michael Costello

(Printed Name)

Vice President

(Title)

JAN 02 2013

(Date)

Mortgage Electronic Registration Systems, Inc.

(Signature)

Lynda F. McDowell

(Printed Name)

Assistant Secretary

(Title)

JAN 02 2013

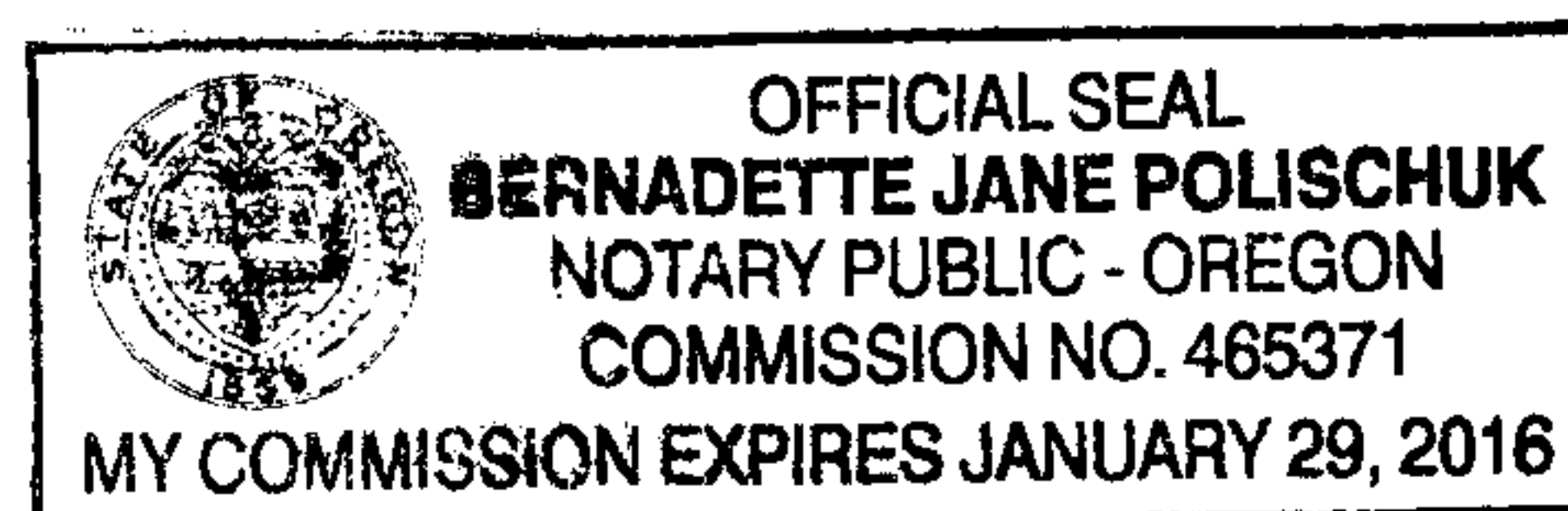
(Date)

**FOR NOTARIZATION OF LENDER PERSONNEL**

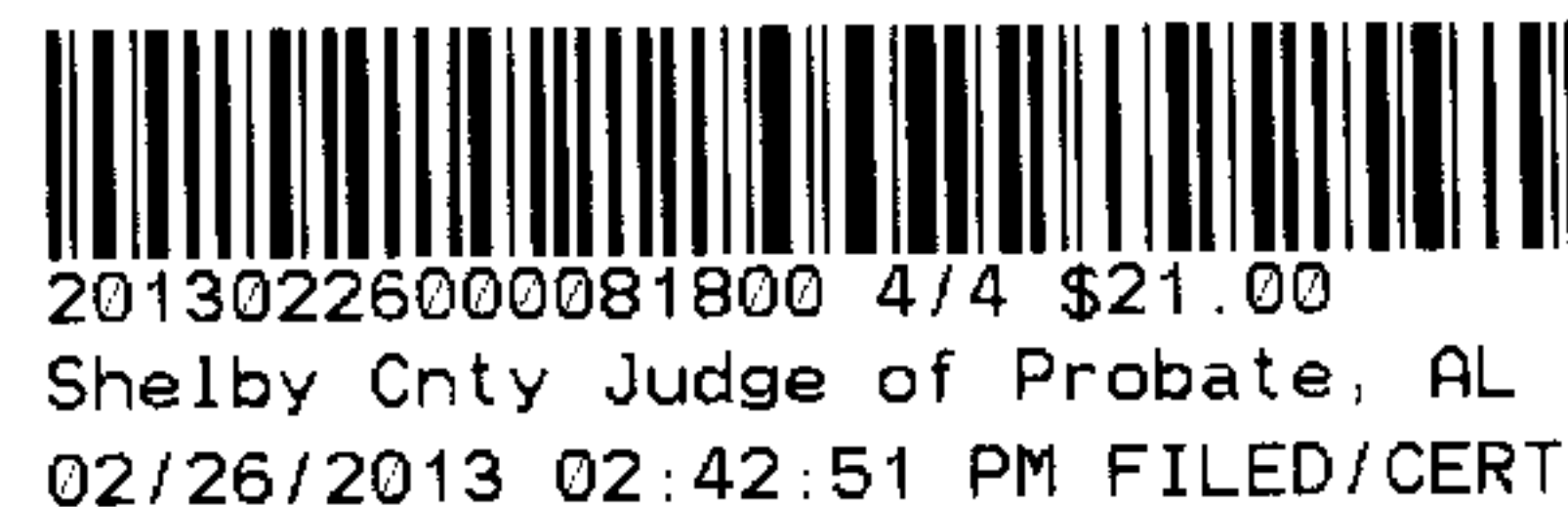
STATE OF Oregon )  
)ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 2 day of Jan, 2013, by Michael Costello, as Vice President, of Wells Fargo Bank, N.A., on behalf of said Subordinating Lender, pursuant to authority granted by its Board of Directors and Lynda F. McDowell, of Wells Fargo Bank, N.A., pursuant to authority granted by its Board of Directors, and as Assistant Secretary as authorized signer on behalf of MERS. S/he is personally known to me or has produced satisfactory proof of his/her identity.

(Notary Public)





**LEGAL DESCRIPTION****EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF **SHELBY**, STATE OF **ALABAMA** AND IS DESCRIBED AS FOLLOWS:

**ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, AS DESCRIBED IN DEED INST # 20050128000043720, ID# 13-6-13-2-006-007.000, BEING KNOWN AND DESIGNATED AS:**

**LOT 17 ACCORDING TO THE SURVEY OF CALLOWAY COVE TOWN HOMES PLAT NO 1 AS RECORDED IN MAP BOOK 31 PAGE 67 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA.**

**MORE COMMONLY KNOWN AS: 201 CALLOWAY LANE, PELHAM, AL 35124**

**ANDREA B. CARVER, SINGLE BY FEE SIMPLE DEED FROM R WILKINS CONSTRUCTION INC AS SET FORTH IN INST # 20050128000043720 DATED 01/27/2005 AND RECORDED 01/28/2005, SHELBY COUNTY RECORDS, STATE OF ALABAMA.**