



20130304000088120 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/04/2013 11:42:42 AM FILED/CERT

Tax Parcel Number: 093080005029000

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

15569148

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX0519-1998

Reference Number: 4386540210208980

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

Effective Date: 2/6/2013

Owner(s): STEVEN A MCPHERSON
ALICIA M MCPHERSON

Current Lien Amount: \$84,000.00.

Senior Lender: Wells Fargo 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: 2031 EAGLE CREEK CIR, 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.

STEVEN A AND ALICIA M MCPHERSON, HUSBAND AND WIFE (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 13th day of November, 2007, which was filed in Document ID# 20071205000550760 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 STEVEN A MCPHERSON and ALICIA M MCPHERSON (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 \$230,000.00 (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.


20130304000088120 2/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/04/2013 11:42:42 AM FILED/CERT

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)

FEB 07 2013

Date

Barbara A. Edwards
(Printed Name)

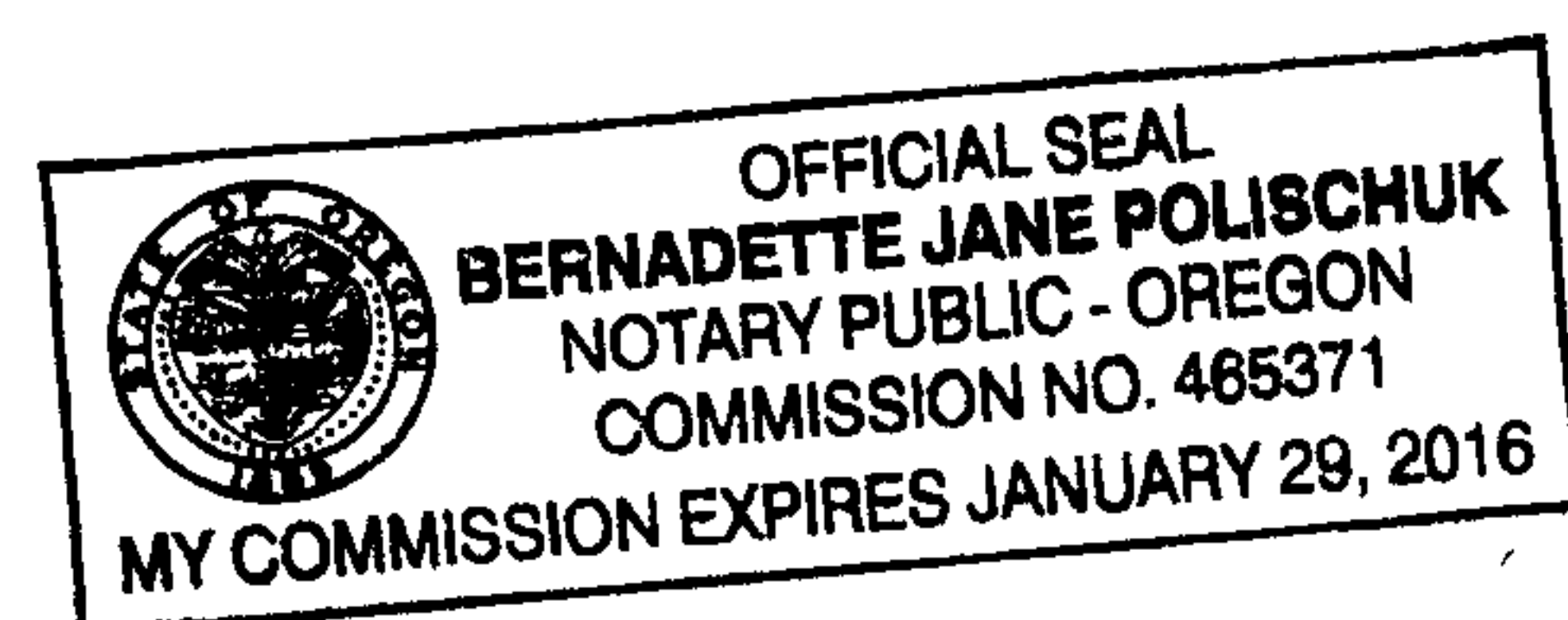
Vice President Loan Documentation
(Title)

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 7 day of Feb., 2013, 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.

[Signature] (Notary Public)



HE360 SUB - AL (rev 20120217)
0000000000664031

20130304000088120 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/04/2013 11:42:42 AM FILED/CERT


Order No.: **15569148**
Loan No.: 0295040232

Exhibit A

The following described property:

Lot 729, according to the Map and Survey of Eagle Point, 7th Sector, as recorded in Map Book 20, page 18, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel No: 093080005029000


20130304000088120 4/4 \$21.00
Shelby Cnty Judge of Probate, AL
03/04/2013 11:42:42 AM FILED/CERT