

Tax Parcel Number: N/A

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

15529224

**This Document Prepared By:**  
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20130306000092960 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
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Account Number: XXX-XXX-XXX8823-0001

Reference Number: A0106052007183710027

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 2/12/2013

Owner(s): MARTINE M WILLIAMS  
JAMES O WILLIAMS

Current Lien Amount: \$15,500.00.

Senior Lender: Wells Fargo Bank, N.A.

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: 7717 HIGHWAY 55, WILSONVILLE, AL 35186

**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 O. WILLIAMS AND MARTINE M. WILLIAMS, WHO ACQUIRED TITLE AS, JAMES WILLIAMS AND MARTINE WILLIAMS, HUSBAND AND WIFE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, 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 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 17th day of August, 2007, which was filed in Document ID# 20070917000435730 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 MARTINE M WILLIAMS and JAMES O WILLIAMS (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 \$286,300.00 (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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Order No.: **15529224**  
Loan No.: **0294921226**

## **Exhibit A**

The following described property:

Parcel I:

Lot 2, Morse Estates Subdivision, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 16, Page 51.

Parcel II:

A parcel of acreage lying in the Northwest 1/4 of the Northwest 1/4 of Section 4, and the Northeast 1/4 of the Northeast 1/4 of Section 5, both in Township 20 South, Range 1 East, Shelby County, Alabama and being more particularly described as follows: Beginning at the Southeast corner of Lot 2, Morse Estates Subdivision, as recorded in the Office of the Judge of Probate of Shelby County, Alabama in Map Book 16, Page 51, and being marked by an existing old rebar being on the Northwest right of way line of Shelby County Highway No. 55, run in a Westerly direction along the South line of said Lot 2, for a distance of 1,005.58 feet to the Southwest corner of said Lot 2; thence turn an angle to the left of 90 degrees and run in a Southerly direction for a distance of 235.0 feet to an existing iron rebar; thence turn a measured angle to the left of 75 degrees 47 minutes 25 seconds and run in a Southeasterly direction a distance of 453.43 feet to an existing iron rebar; thence turn an angle to the left of 18 degrees 40 minutes 33 seconds and run in a Northeasterly direction for a distance of 146.72 feet to an existing crimp iron pin; thence turn a measured angle to the right of 2 degrees 03 minutes 59 seconds and run in an Easterly direction for a measured distance of 169.19 to an existing crimp iron pin; thence turn an angle to the right of 1 degrees 25 minutes 11 seconds and run in an Easterly direction for a distance of 123.66 feet to an existing crimp iron pin being on the West right of way line of Shelby County Highway No. 55; thence turn an angle to the left and run in a Northeasterly direction along said West right of way line of Shelby County Highway No. 55 for a distance of 349.60 feet, more or less, to the point of beginning.

Assessor's Parcel No: 162042001004000

  
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