

Tax Parcel Number: N/A

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


20130307000096110 1/5 \$25.00
Shelby Cnty Judge of Probate, AL
03/07/2013 01:59:15 PM FILED/CERT

784 569 20/2
When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX1659-0001

Reference Number: 4386540240054222

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 1/31/2013

Owner(s): ROBERT T HENTZ
ANNE K HENTZ

Current Lien Amount: \$24,000.00.

Senior Lender: CITIBANK, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTHTRUST BANK OF ALABAMA, 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: 3348 AFTON LN, 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.

ROBERT T. HENTZ, HUSBAND AND ANNE K. HENTZ, 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 Open-End 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 11th day of November, 1993, which was filed in Instrument # 1994-05659 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 ROBERT T HENTZ and ANNE K HENTZ (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 \$189,205.00 (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)

FEB 01 2013

Date

Christopher L. Wheeler

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Virginia

)

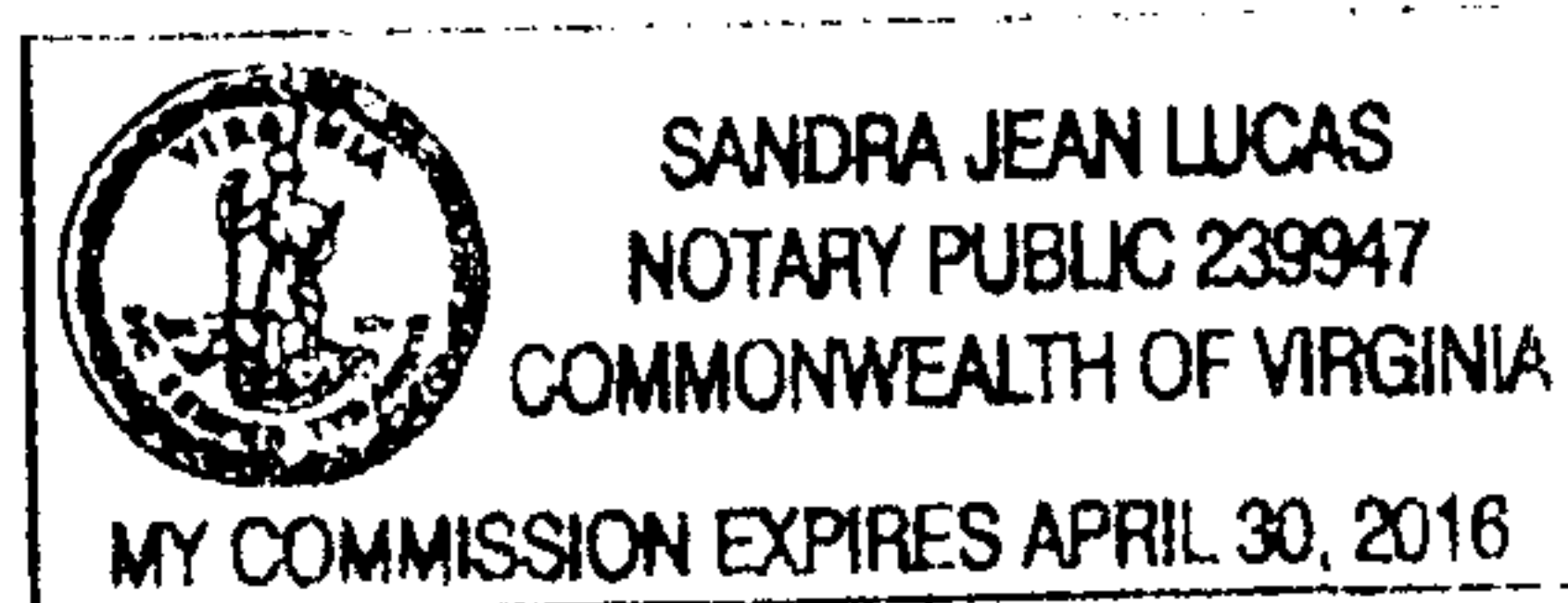
)ss.

COUNTY OF Roanoke

)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of February, 2013, by Christopher L. Wheeler, 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)



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Exhibit A

Reference Number: 721101065050039

Legal Description:



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EXHIBIT "A"

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 4, BLOCK 1, ACCORDING TO THE SURVEY OF WYNGATE TRACE, AS RECORDED IN
MAP BOOK 12, PAGE 94, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 10 2 03 0 002 050.000

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: T. OWEN VICKERS, A MARRIED MAN, AND HARRY G. VICKERS, A
MARRIED MAN

GRANTEE: ROBERT T. HENTZ AND ANNE K. HENTZ

DATED: 10/03/1990

RECORDED: 10/09/1990

DOC#/BOOK-PAGE: 313/714

ADDRESS: 3348 AFTON LN, BIRMINGHAM, AL 35242

END OF SCHEDULE A



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