

Tax Parcel Number: 09-3-08-0-001-001.096

~~Recording Requested By/Return To:~~

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

Rtn to:
NationalLink
300 Corporate Center Dr.
Suite 300
Moon Township, PA 15108

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

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20130319000114530 1/6 \$29.00
Shelby Cnty Judge of Probate, AL
03/19/2013 01:05:18 PM FILED/CERT

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Account Number: XXX-XXX-XXX1261-1998

Reference Number: 549225320025513

**SUBORDINATION AGREEMENT FOR MODIFICATION OF
LINE OF CREDIT MORTGAGE**

Effective Date: 2/15/2013

Owner(s): CLIFFORD HALL
BELINDA JOYCE HALL

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$98,718.00.

Senior Lender: PNC MORTGAGE, A DIVISION OF PNC 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: 164 HIGHLAND VIEW DR, 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.

CLIFFORD HALL AND BELINDA JOYCE HALL, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP 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 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 15th day of September, 2006, which was filed in Document ID# 20061115000560400 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 CLIFFORD HALL (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 \$577,000.00 (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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

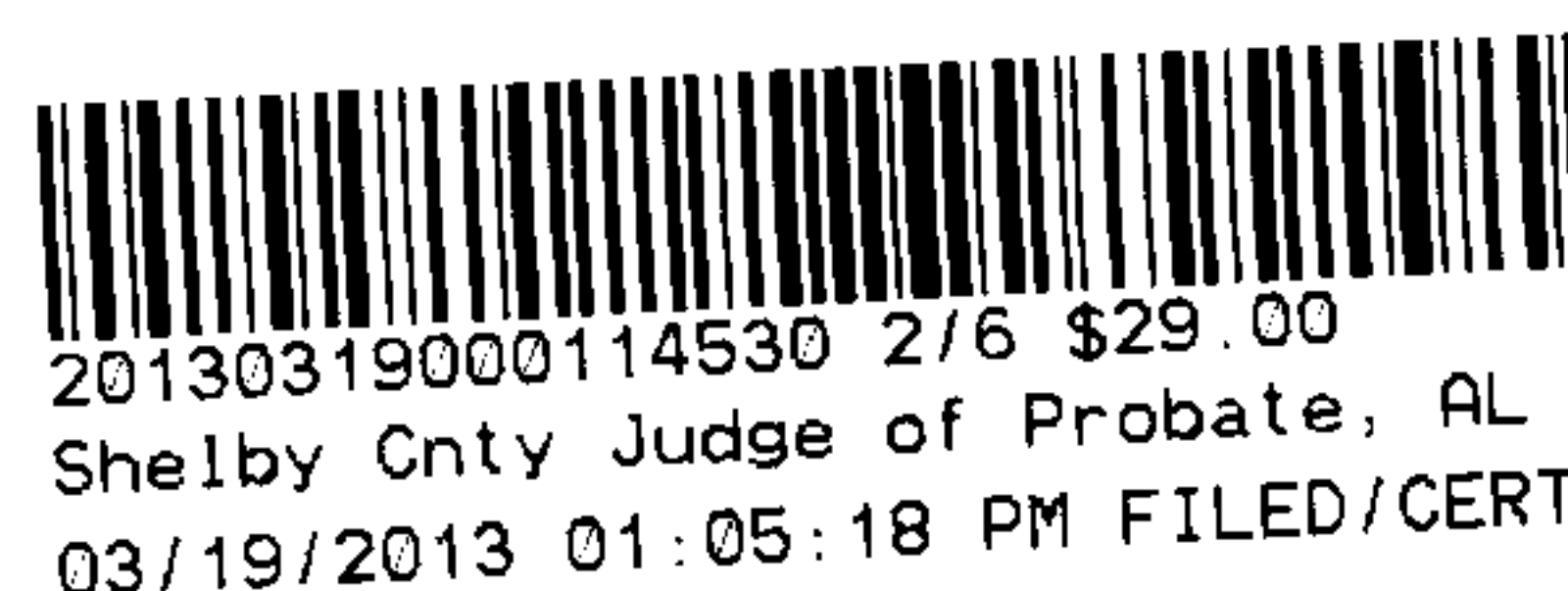
The credit limit under the Line of Credit Agreement is hereby changed from \$100,000.00 to the new credit limit of \$98,718.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$100,000.00 to \$98,718.00.

By signing this Agreement below, the Owner(s) agrees to this change.



C. 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.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By

(Signature)

FEB 18 2013

Date

Gabriel Georgescu

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon

)

)ss.

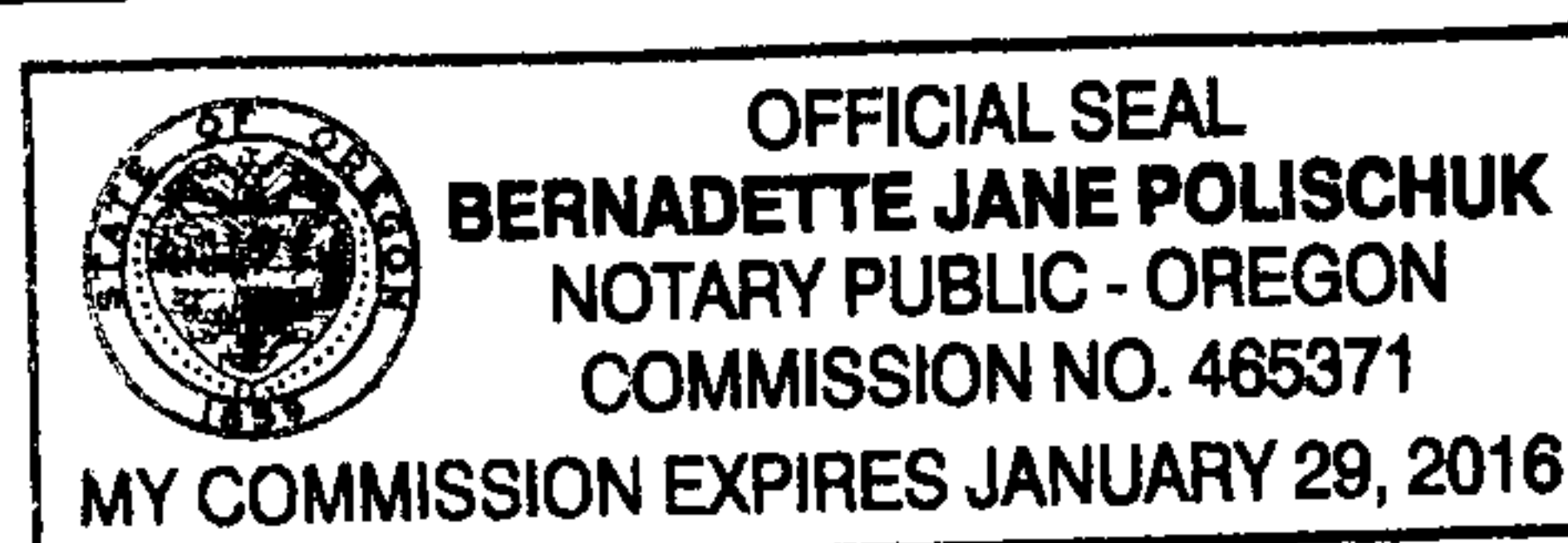
COUNTY OF Washington

)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 18 day of Feb., 2013, by Gabriel Georgescu, 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.

Bernadette Jane Polischuk

(Notary Public)



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BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

Clifford Hall
(Signature) CLIFFORD HALL

3-11-2013
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

Clifford Hall
(Signature) CLIFFORD HALL

3-11-2013
(Date)

Belinda Joyce Hall
(Signature) BELINDA JOYCE HALL

3-11-2013
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)



For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL

The State of Alabama;
Shelby County;

I, Henry E. Howard III, hereby certify that Clifford Hall Belinda
Soyle Hall whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the
same voluntarily on the day the same bears date. Given under my hand this 11 day of
March, 2013.

Henry E. Howard III
(Style of Officer)

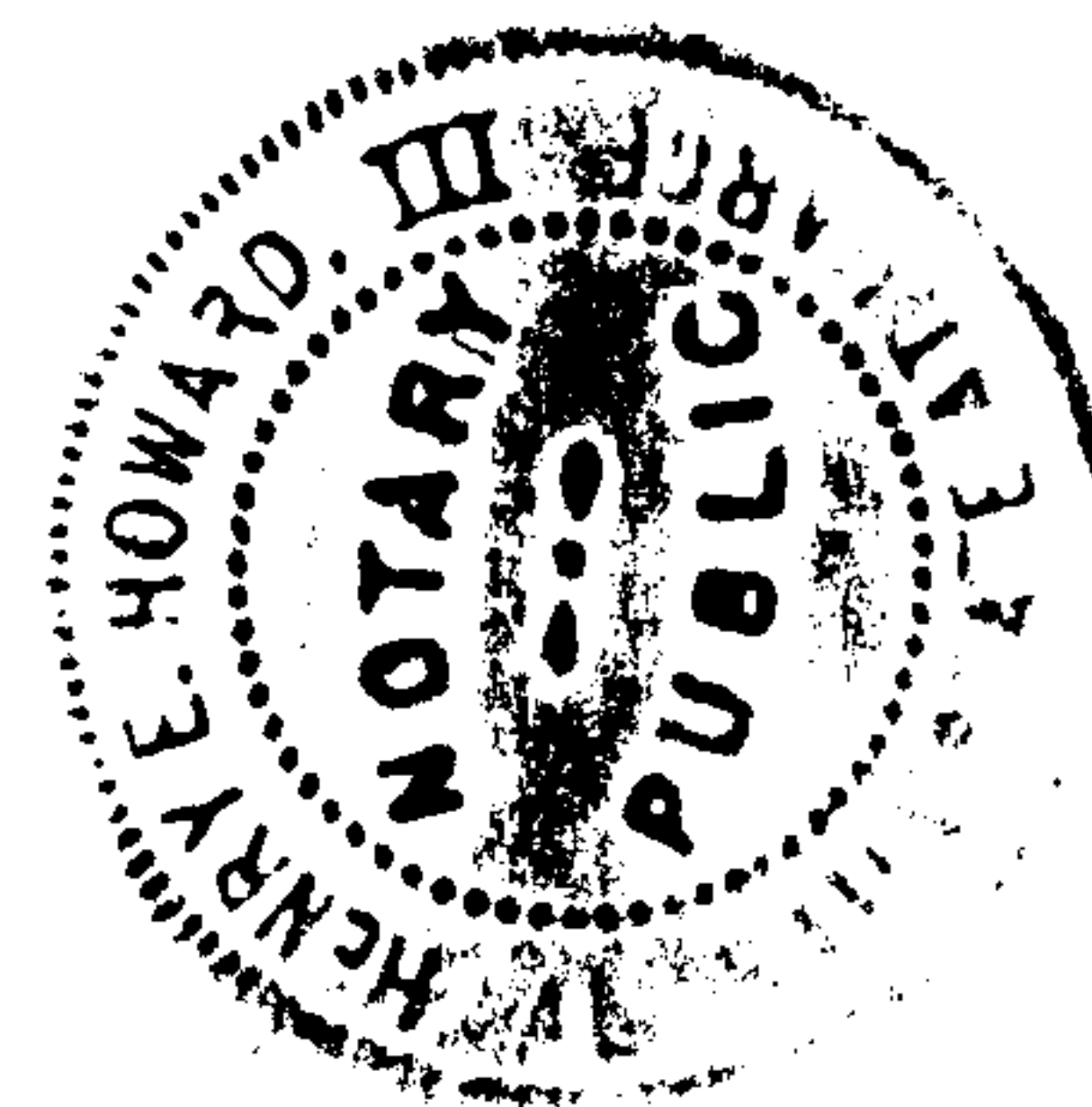


EXHIBIT "A"
LEGAL DESCRIPTION

All that certain parcel of land situated in the City of Birmingham, County of Shelby, State of Alabama, being known and designated as Lot 414 according to the map or Highland Lakes 4th Section, Phase II an Eddleman Community as recorded in Map Book 35 Page 93 in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Highland Lakes Development ltd to Clifford Hall and Belinda Joyce Hall, as joint tenants , as described in Instr. #20051209000637420, Dated 11/18/2005, Recorded 12/09/2005, in SHELBY County Records.

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September 2011


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