


Tax Parcel Number: 14-9-30-0-000-005-016

**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  
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P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

  
20130404000139970 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
04/04/2013 12:43:25 PM FILED/CERT

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Account Number: XXX-XXX-XXX7129-0001

Reference Number: 325401000051863

**SUBORDINATION AGREEMENT FOR  
MORTGAGE**

Effective Date: 3/7/2013

Owner(s): JAMES R LEE  
CHRISTINA I LEE

Current Lien Amount: \$35,563.40.

Senior Lender: Green Tree Servicing LLC

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: 100 BERKSHIRE MANOR CIR, ALABASTER, AL 35007

**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.

CHRISTINA I LEE AND JAMES R LEE BOTH MARRIED (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 2nd day of November, 2005, which was filed in Document ID# 20051121000605510 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 JAMES R LEE and CHRISTINA I LEE (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 \$136,800.00 (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.

**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)

MAR 07 2013  
Date

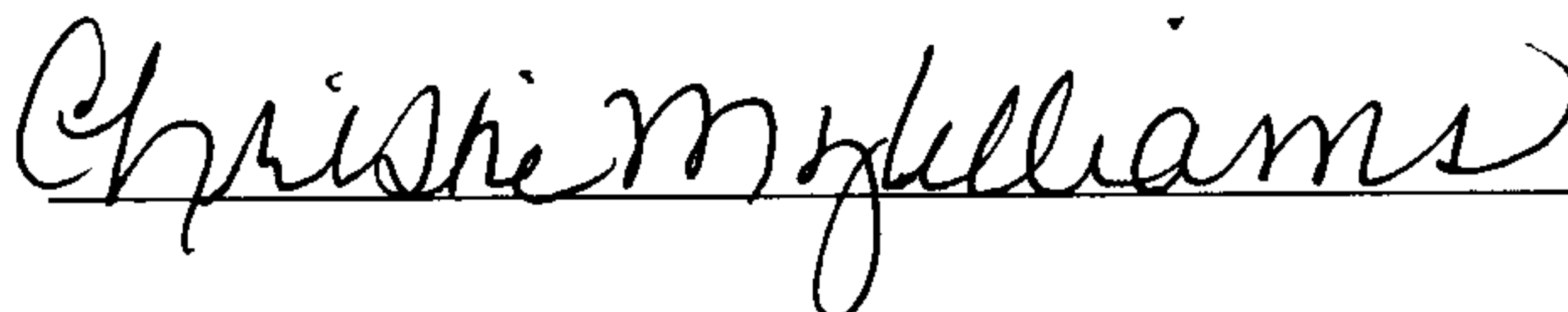
April Johnson Duffey  
(Printed Name)

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 7<sup>th</sup> day of March, 2013, by April Johnson Duffey, 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.

 (Notary Public)



**Christie M. Williams**  
Notary Public 7524530  
Commonwealth of Virginia  
My Commission Expires June 30, 2016



## COMMITMENT FOR TITLE INSURANCE FORM

~~SCHEDULE B~~

*EXHIBIT A*

ALL THAT CERTAIN LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF ALABASTER, DESCRIBED AS FOLLOWS:

LOT 31, ACCORDING TO THE SURVEY OF WEATHERLY BERKSHIRE MANOR-SECTION 19, AS RECORDED IN MAP BOOK 24, PAGE 43, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

**Being all of that certain property conveyed to CHRISTINA I. LEE AND JAMES R. LEE, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, TOGETHER WITH EVERY CONTIGENT REMAINDER AND RIGHT OF REVERSION from , by deed dated and recorded of official records.**

APN #: 14 9 30 0 000 005.016

Commonly known as: 100 Berkshire Manor Circle, Alabaster, AL 35007



LEE  
46707767

FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT



AL

WHEN RECORDED, RETURN TO:  
FIRST AMERICAN MORTGAGE SERVICES  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING



20130404000139970 4/4 \$21.00  
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