



20130624000257430 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
06/24/2013 12:34:52 PM FILED/CERT

Tax Parcel Number: 04-9-29-0-000-007-006

Recording Requested By: ~~Barbara Edwards~~

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

1432788

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX4321-0001

Reference Number: 325401000199985

**SUBORDINATION AGREEMENT FOR
CLOSED-END MORTGAGE**

Effective Date: 4/17/2013

Owner(s): MORTON L CARL JR
TRUEHEART C CARL

Current Lien Amount: \$163,494.76.

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: 236 CRYSTAL LAKE DR, STERRETT, AL 35147

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.

MORTON L CARL JR, MARRIED; TRUEHEART C CARL, 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 Closed-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 18th day of April, 2007, which was filed in Document ID# 20070511000221480 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 MORTON L CARL JR and TRUEHEART C CARL (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 \$187,100.00 (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.

2 to read Concurrently herewith
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)

APR 18 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 18 day of April, 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.

(Notary Public)

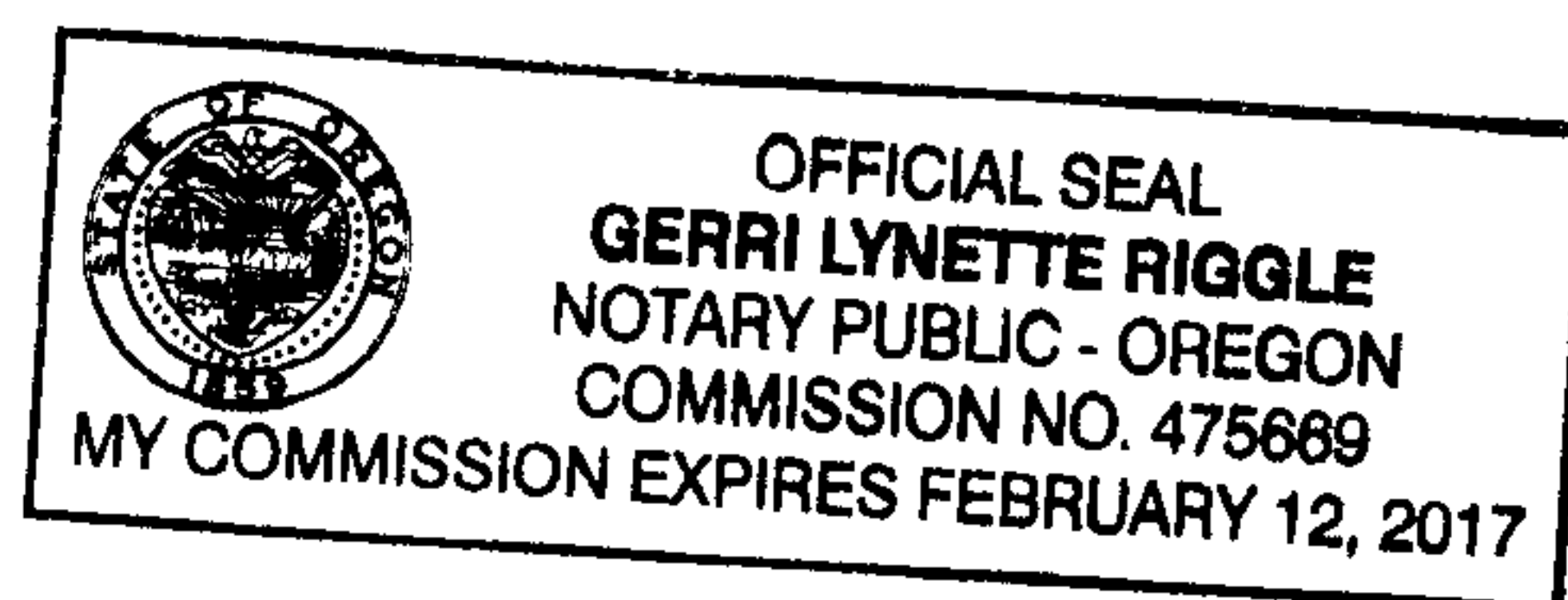


EXHIBIT 'A'

File No.: **7832788n (mo)**
Property: **236 Crystal Lake Drive, Sterrett, AL 35147**

Real property in the City of Sterrett, County of SHELBY, State of Alabama, described as follows: A PARCEL OF LAND SITUATED IN THE STATE OF ALABAMA, COUNTY OF SHELBY, WITH A STREET LOCATION ADDRESS OF 236 CRYSTAL LAKE DR; STERRETT, AL 35147-9229 CURRENTLY OWNED BY MORTON L CARL AND TRUEHEART C CARL HAVING A TAX IDENTIFICATION NUMBER OF 04-9-29-0-000-007-006 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED IN BOOK/PAGE OR DOCUMENT NUMBER 181840. Being all of that certain property conveyed to Morton L. Carl, Jr. and wife, Trueheart C. Carl from Robert G. Cahill and wife, Josephine M. Cahill, by deed dated 5/23/1996 and recorded 6/5/1996-18184 of official records.

A.P.N. 04-9-29-0-000-007-006

 **CARL**
47112955

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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