


Tax Parcel Number: 13-7-36-2-001-003-000


20130703000272790 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/03/2013 10:46:20 AM FILED/CERT

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX3875-1998

Reference Number: 4386540210075694

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 5/21/2013

Owner(s): JAMES C LESLIE
DIANE L LESLIE

Current Lien Amount: \$70,000.00.

Senior Lender: Wells Fargo Bank, N. A.

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: 116 LAKE LANE, 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.

JAMES C LESLIE, HUSBAND; DIANE L LESLIE, 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 8th day of August, 2006, which was filed in Document ID# 20060905000436370 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 C LESLIE and DIANE L LESLIE (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 \$98,500.00 (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)

Jamie Ann Marchetti

(Printed Name)

Vice President Loan Documentation

(Title)

Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)

)ss.

COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 21st day of May, 2013, by Jamie Ann Marchetti, 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.

Mariah Genevieve Welka

(Notary Public)

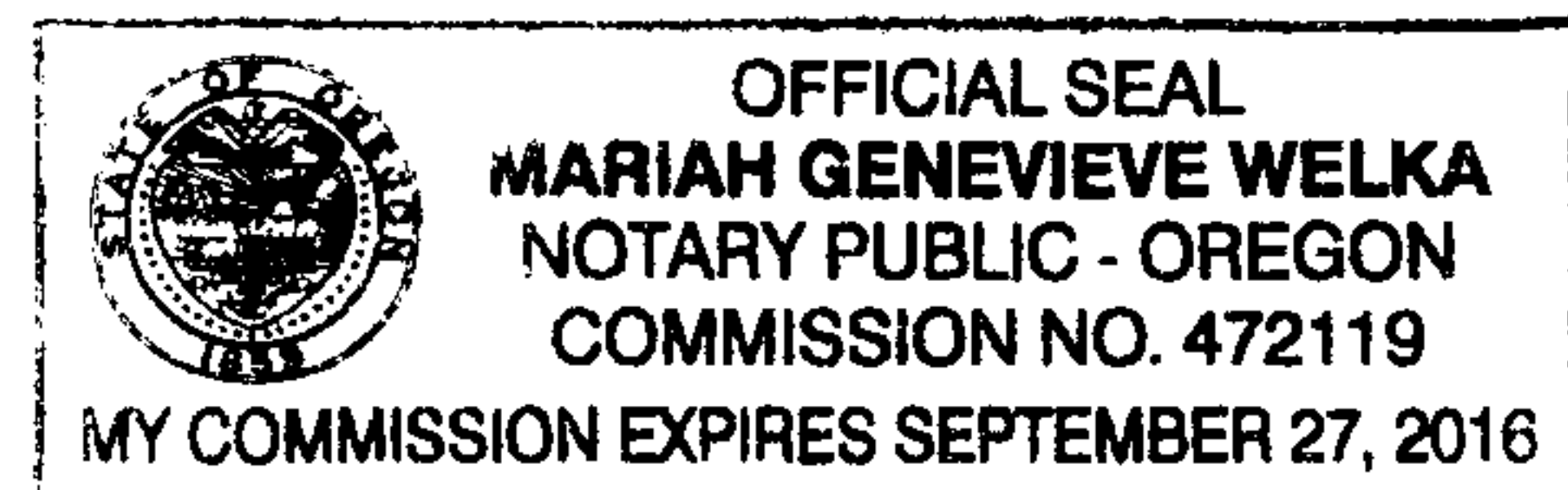



Exhibit A

Reference Number: 725666065846333

Legal Description:

From the Southeast corner of the NE ¼ of the NW ¼ of Section 36, Township 20 South, Range 3 West run North along the East boundary of said NE ¼ of the NW ¼ of Section 36, Township 20 South, Range 3 West for a distance of 664.92 feet to the point of beginning of the land herein described; continue North along the East boundary of the NE ¼ of NW ¼ of Section 36, Township 20 South, Range 3 West for 332.46 feet; thence turn an angle of 89 degrees, 26 ½ feet to the left and run 657.89 feet; thence turn an angle 91 degrees, 15 ½ minutes to the left and run 331.74 feet; thence turn an angle of 88 degrees, 44 minutes to the left and run 653.50 feet more or less to the point of beginning.

LESS AND EXCEPT: A parcel of land located in the Northeast ¼ of the Northwest ¼ Section 36, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: Commence at the Southeast corner of said ¼ - ¼ section; thence in a Northerly direction along the East line of said ¼ - ¼ section, a distance of 847.38 feet to the point of beginning; thence continue along last described course, along said East line, a distance of 150.00 feet; thence 89 degrees, 26 ½ minutes left, in a Westerly direction, a distance of 290.4 feet; thence 90 degrees, 33 ½ feet left in a Southerly direction, a distance of 150.00 feet; thence 89 degrees, 26 ½ minutes left, in an Easterly direction a distance of 290.4 feet to the point of beginning.


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