

Tax Parcel Number: 036232003027000

Recording Requested By/Return To:

~~Wells Fargo Bank~~

~~Doc. Mgmt - MAC R4058-030~~

~~P.O. Box 50010~~

~~Roanoke, VA 24022~~



20130717000290290 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
07/17/2013 12:22:24 PM FILED/CERT

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

57926840-2120875 {Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX0863-1998

Reference Number: A0106292010347780007

**② SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 6/17/2013

Owner(s): JERRY H NOWELL
ELIZABETH C NOWELL

When Recorded Return To:
Indscomm Global Services
2925 Country Drive
St. Paul, MN 55117

7887012-2

Current Lien Amount: \$150,000.00.

Senior Lender: MERS Inc., As Nominee For Quicken Loans Inc.

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: 1032 ROYAL MILE, BIRMINGHAM, AL 35242-0000

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.

JERRY H. NOWELL AND ELIZABETH C. NOWELL, 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 18th day of January, 2011, which was filed in Document ID# 20110204000041230 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 JERRY H NOWELL and ELIZABETH C NOWELL (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 \$287,350.00 (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)

6/17/13

Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon

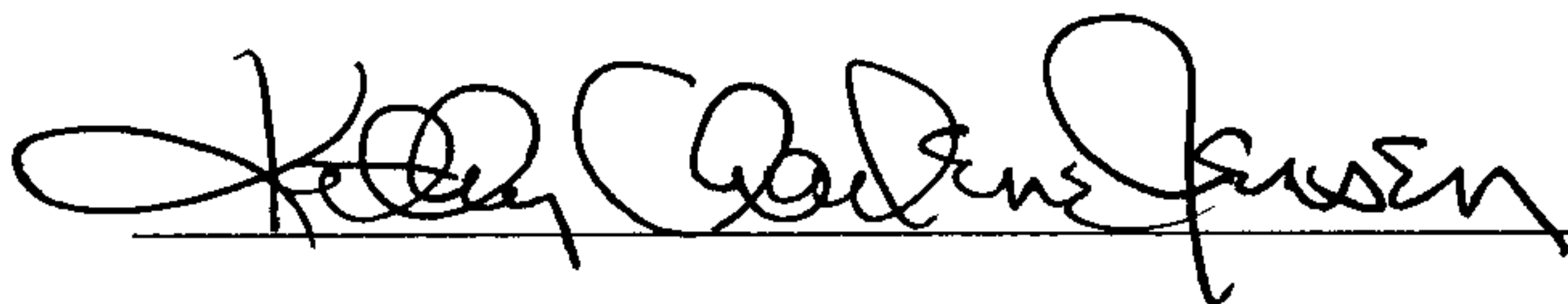
)

)ss.

COUNTY OF Multnomah

)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 17 day of June, 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.



(Notary Public)



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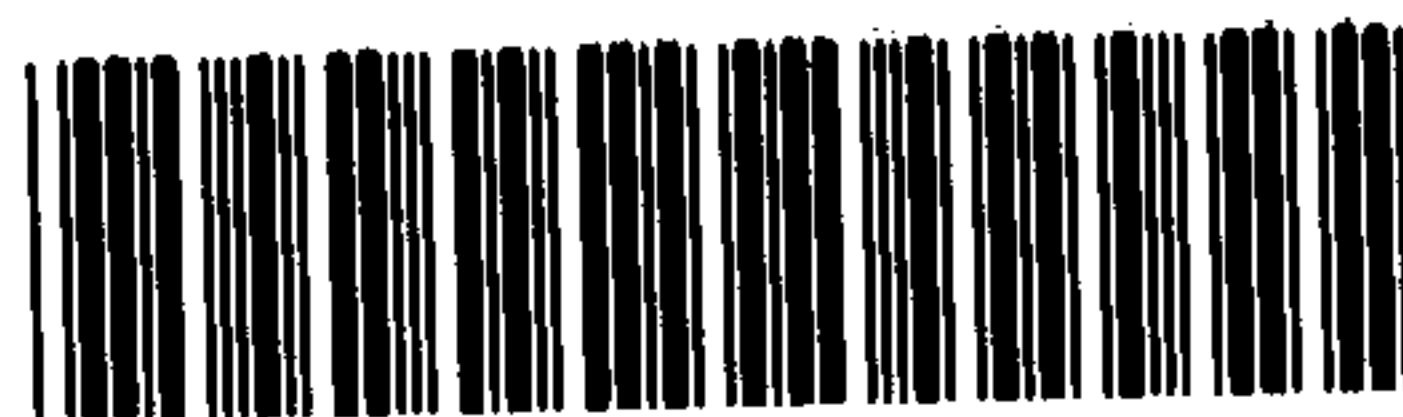
EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 036232003027000

Land Situated in the City of Birmingham in the County of Shelby in the State of AL

LOT 731, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY, 7TH SECTOR, AS RECORDED IN MAP BOOK 30, PAGE 43 A, B & C, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Commonly known as: 1032 Royal Mile , Birmingham, AL 35242



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