


Tax Parcel Number: 27-1-01-0-001-004-001

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This Document Prepared By:
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20130805000317270 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
08/05/2013 12:00:59 PM FILED/CERT

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Account Number: XXX-XXX-XXX2000-0001

Reference Number: 325401000193723

**SUBORDINATION AGREEMENT FOR
CLOSED-END MORTGAGE**

Effective Date: 6/3/2013

Owner(s): OWEN N LAYMAN JR
DEBORAH R LAYMAN

Current Lien Amount: \$14,586.76.

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: 314 HIGHWAY 107, MONTEVALLO, AL 35115

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.

OWEN N LAYMAN, JR., AND WIFE DEBORAH R LAYMAN (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:

rec. 4-12-07

See Exhibit A

which document is dated the 19th day of March, 2007, which was filed in Document ID# 20070412000170790 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 OWEN N LAYMAN JR and DEBORAH R LAYMAN (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 \$93,583.96 (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. Dated 7-31-13

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.


20130805000317270 2/4 \$23.00
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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)

Jamie Ann Marchetti

(Printed Name)

Vice President Loan Documentation

(Title)

06/03/2013

Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon

)

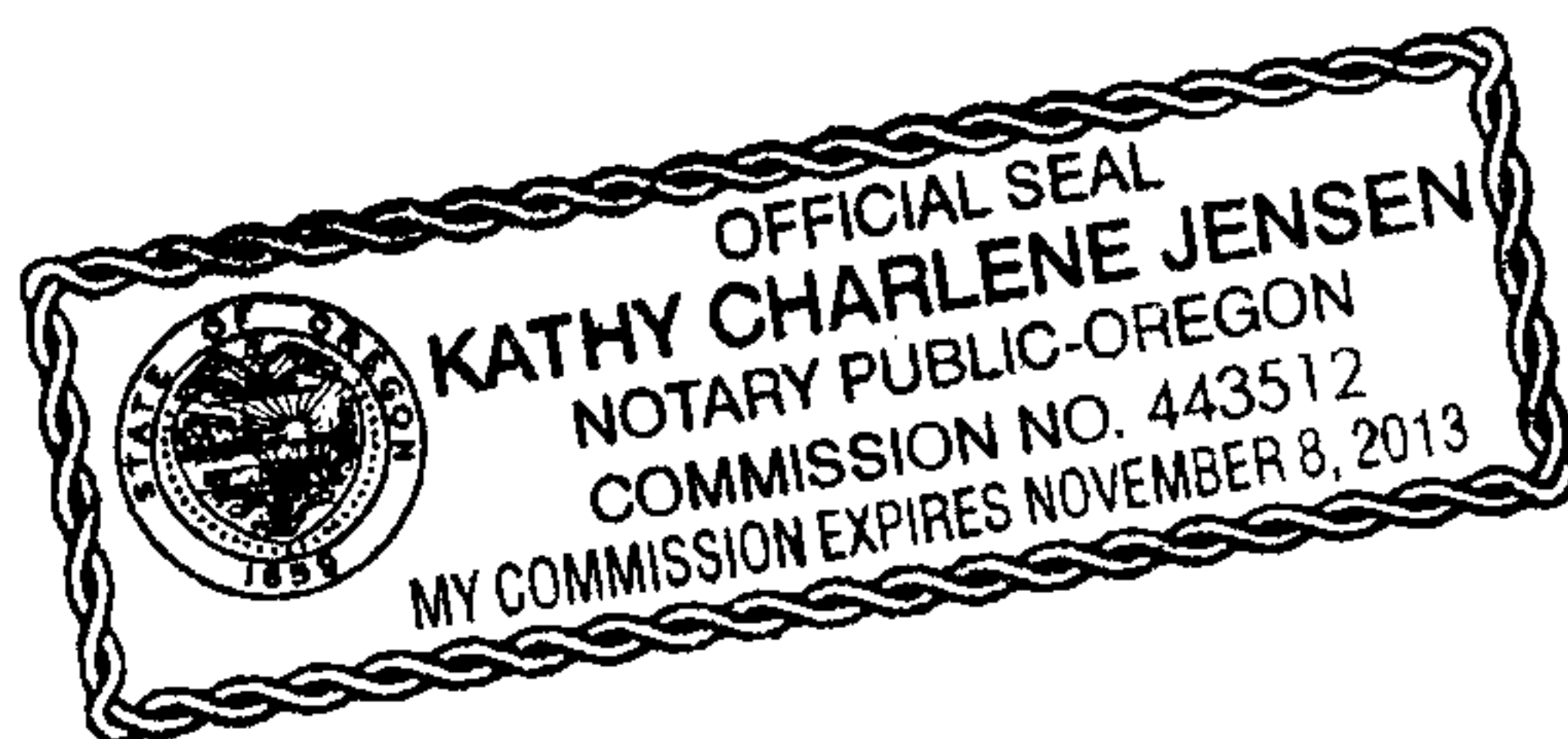
)ss.

COUNTY OF Multnomah

)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 3 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.

Kathy Charlene Jensen (Notary Public)



20130805000317270 3/4 \$23.00
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Order ID: 16330544
Loan No.: 0363443664

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Parcel - 2

Commence at the northwest corner of the southeast quarter of the northeast quarter of Section 1, Township 22 south, Range 3 west, Shelby County, Alabama and run thence S 05 degrees 10' 26" E along the west line of said quarter-quarter section a distance of 7.28' to a point; Thence run N 72 degrees 15' 31" E a distance of 93.74' to a rebar corner and the point of beginning of the property, Parcel 2, being described; Thence run N 54 degrees 55' 30" E - 91.92' to a rebar corner; Thence run N 04 degrees 21' 32" W - 189.68' to a rebar corner, Thence run S 84 degrees 05' 33" W a distance of 176.58' to a rebar corner on the east margin of Shelby County Highway No. 107; Thence run S 05 degrees 59' 13" E along said margin of said highway 205.52' to a rebar corner; Thence run S 78 degrees 16' 45" E - 95.39' to the point of beginning, containing 0.86 of an acre and subject to any and all easements, rights of way, agreements and / or restrictions of probated record and/ or applicable law.

Parcel-3

Commence at the Northwest corner of the southeast quarter of the northeast quarter of Section 1, Township 22 south, Range 3 west, Shelby County, Alabama and run thence S 05 degrees 10' 26" E along the west line of said quarter-quarter section a distance of 7.28' to a point; Thence run N 72 degrees 15' 31" E a distance of 93.74' to a point; Thence run N 54 degrees 55' 30" E - 91.92' to a rebar corner and the point of beginning of the property, Parcel 3, being described; Thence run N 54 degrees 55' 30" E - 71.05' to a rebar corner; Thence run N 06 degrees 03' 32" W - 240.14' to a rebar corner; Thence run S 83 degrees 53' 26" W - 53.98' to a rebar corner; Thence run S 04 degrees 21' 32" E - 274.68' to the point of beginning, containing 0.34 of an acre and subject to any and all easements, rights of way, agreements and or restrictions of probated record and/ or applicable law.

APN: 27-1-01-0-001-004.001 and 27-1-01-0-001-005.003

Assessor's Parcel Number: 27-1-01-0-001-004.001



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