


Tax Parcel Number: 22-7-35-2-003-062-000

Record & Return To:
Mortgage Information Services
4877 Galaxy Parkway, Ste I
Cleveland, OH 44128

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


20130918000376880 1/4 \$23.00
Shelby Cnty Judge of Probate, AL
09/18/2013 08:25:11 AM FILED/CERT

M.I.S. FILE NO

1265840

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX5978-1998

Reference Number: 4386540210175155

**SUBORDINATION AGREEMENT FOR
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 4/25/2013

Owner(s): LABARRON LEWIS II

Current Lien Amount: \$39,000.00.

Senior Lender: Citibank, 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: 413 WATERFORD DR, CALERA, AL 35040

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.

LABARRON LEWIS II, UNMARRIED (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 Home Equity 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 30th day of May, 2007, which was filed in Document ID# 20080312000102620 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 LABARRON LEWIS II (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 \$104,400.00 (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.


20130918000376880 2/4 \$23.00
Shelby Cnty Judge of Probate, AL
09/18/2013 08:25:11 AM FILED/CERT

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 25 2013

Date

Shannon Johnson

(Printed Name)

Vice President Loan Documentation

(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon

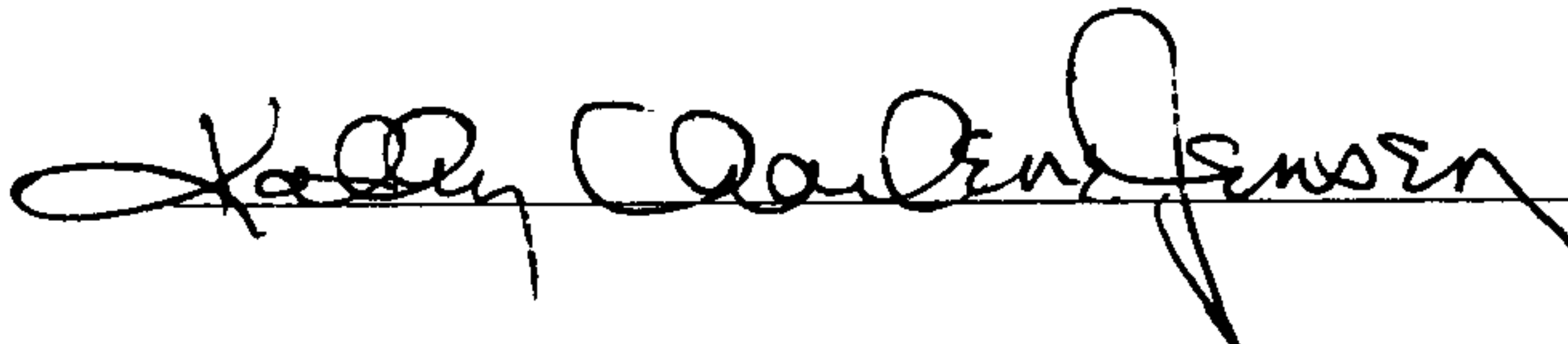
)

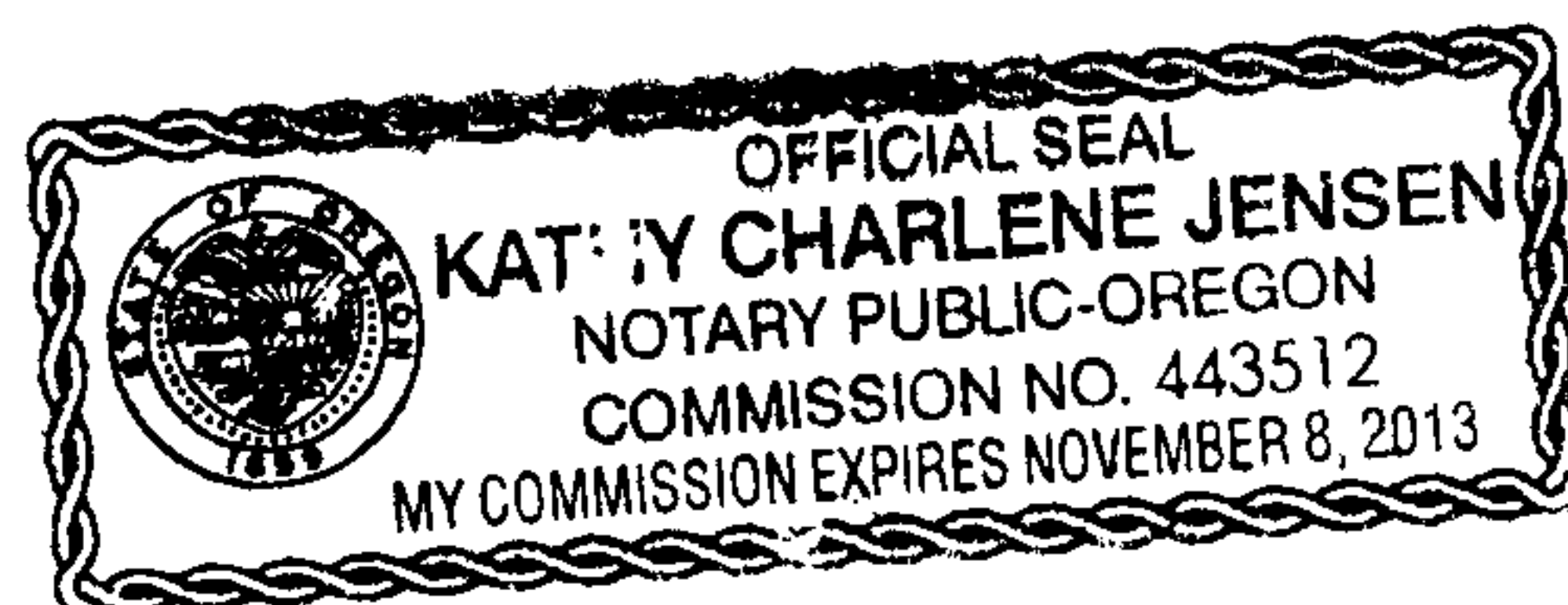
)ss.

COUNTY OF Multnomah

)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 25 day of April, 2013, by Shannon Johnson, 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)





Fidelity National Title Insurance Company

LEGAL DESCRIPTION

EXHIBIT "A"

20130918000376880 4/4 \$23.00
Shelby Cnty Judge of Probate, AL
09/18/2013 08:25:11 AM FILED/CERT

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA IN INSTRUMENT #20021127000593160 AND IS DESCRIBED AS FOLLOWS:

SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 560, ACCORDING TO THE SURVEY OF WATERFORD HIGHLANDS, 1ST SECTOR, AS RECORDED IN MAP BOOK 27, PAGE 137, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SUBJECT TO:

1. RESTRICTIONS APPEARING OF RECORD IN INSTRUMENT #2001-12818 AND AMENDED IN INSTRUMENT #2001-12819 AND AS SHOWN ON RECORDED MAP.
2. TITLE TO ALL MINERALS WITHIN AND UNDERLYING THE PREMISES, TOGETHER WITH ALL MINING RIGHTS AND OTHER RIGHTS, PRIVILEGES, IMMUNITIES AND RELEASE OF DAMAGES RELATING THERETO, AS RECORDED IN INSTRUMENT #1999-1640 AND BOOK 345, PAGE 744.
3. TERMS AND CONDITIONS AS SET OUT IN INSTRUMENT #1995-1640 AND BOOK 345, PAGE 744.
4. AN 8 FOOT EASEMENT ALONG FRONT LOT LINE AND A 7.5 FOOT EASEMENT ALONG REAR LOT LINE, AS SHOWN ON RECORDED MAP.

APN: 22-7-35-2-003-062.000

BEING THE SAME PROPERTY DESCRIBED IN THE DEED TO LABARRON LEWIS, II AND EMMA R. LEWIS, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, FROM MUNGER, BLALOCK AND COMPANY, RECORDED ON NOVEMBER 27, 2002, IN INSTRUMENT #20021127000593160, OF THE PUBLIC RECORDS OF SHELBY COUNTY, ALABAMA.

COMMONLY KNOWN AS 413 WATERFORD DR, CALERA, AL 35040
HOWEVER, BY SHOWING THIS ADDRESS NO ADDITIONAL COVERAGE IS PROVIDED