Tax Parcel Number: 36-2-09-2-001-039-000

Recording Requested By & Return To: Chicago Title ServiceLink Division 4000 Industrial Blvd Aliquippa, PA 15001

### 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

20130919000378900 1/4 \$23.00 Shelby Cnty Judge of Probate, AL 09/19/2013 01:43:20 PM FILED/CERT

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Account Number: XXX-XXX-XXX5947-1998 Reference Number: 4386540210096005

SUBORDINATION AGREEMENT FOR HOME EQUITY LINE OF CREDIT MORTGAGE

Effective Date: 6/17/2013

Owner(s): JACQUELYN M VERCHOT

Current Lien Amount: \$19,100.00.

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: 292 STROTHER ST, 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.

JACQUELYN M VERCHOT, SINGLE (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 25th day of October, 2006, which was filed in Document ID# 20061127000572660 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 JACQUELYN M VERCHOT (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 \$58,000.00 (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.

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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
Jamie Ann Marchetti (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 17 day of 18 day of 1
Harry Public)
OFFICIAL SEAL OFFICIAL SEAL KATHY CHARLENE JENSEN

Shelby Cnty Judge of Probate, AL 09/19/2013 01:43:20 PM FILED/CERT

# Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN CITY OF MONTEVALLO, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 3, ACCORDING TO THE RESURVEY OF LOTS 1 THROUGH 7, BLOCK "F", WILMONT SUBDIVISION, AS RECORDED IN MAP BOOK 5, PAGE 119, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BY FEE SIMPLE DEED FROM LOUIS F. VERCHOT, III, A SINGLE MAN AS SET FORTH IN DOC # 1998-01869 DATED 01/09/1998 AND RECORDED 01/20/1998, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

SUBJECT PROPERTY COMMONLY KNOWN AS: 292 STROTHER ST., MONTEVALLO, AL 35115

Tax ID: 36-2-09-2-001-039.000

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