

Tax Parcel Number: 117364001048037

Recording Requested By/Return To:

Wells Fargo Bank
Doc Mgmt - MAC R4058-030
P. O. Box 50010
Roanoke, VA 24022

This Instrument Prepared by:

Barbara Edwards, Work Director
Wells Fargo Bank, N.A.
MAC P6051-019
P. O. Box 4149
Portland, OR 97208-4149
1-800-945-3056



20131014000409670 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
10/14/2013 12:05:17 PM FILED/CERT

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Account Number: XXX-XXX-XXX 6473-0001

Reference: 325401000260902

**SUBORDINATION AGREEMENT FOR
CLOSED-END MORTGAGE**

Effective Date: 10/3/2013

Owner(s): JAMES S EASON
JOANN B EASON

Current Lien Amount: \$ 11,250.45.

Senior Lender: MERS, As Nominee For MortgageAmerica, Inc., Corporation

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO WACHOVIA BANK,

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: 2108 CHANDABROOK DR, PELHAM, AL 35124

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 S EASON - JOANN B EASON, HUSBAND AND 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
CLOSED-END MORTGAGE
(the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows: Real Property description more particularly described in the attachment titled "Exhibit A"

which document is dated the 14th day of January , 2008 , which was filed in Document ID# 20080201000041960 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 S EASON (individually and collectively "Borrower") by the Subordinating Lender.

☐ N/A The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$ N/A (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.

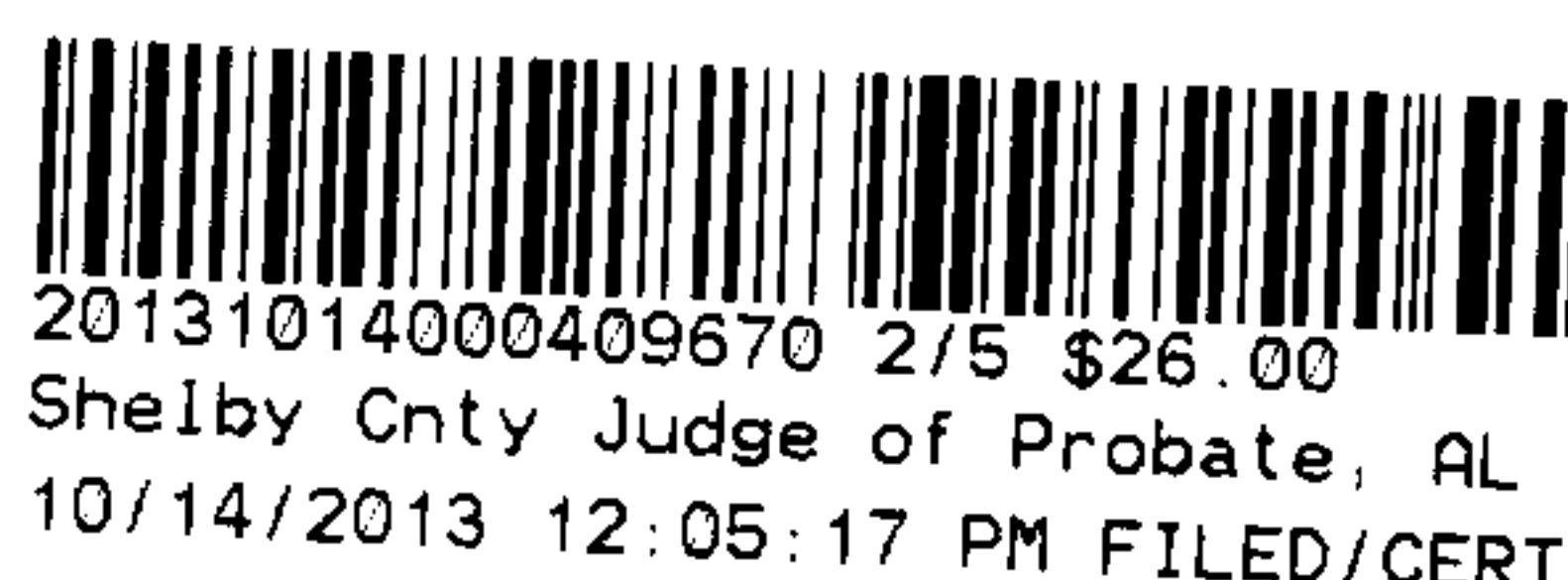
☒ X The Senior Lender has an existing loan in the original principal amount of \$ 185,550.00 (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a Mortgage, executed by Borrower in favor of MortgageAmerica, Inc., Corporation as beneficiary and recorded on 01/08/2010 in Document ID# 20100108000008520 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 "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the Senior Lender's 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

☐ N/A 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.



☒ Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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

☐ N/A 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.

☒ This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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)

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 3rd day of October, 2013, by Shannon Johnson, as Vice President Loan Documentation, of Wells Fargo Bank, N.A., 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.

Stefani D. Palmore (Notary Public)

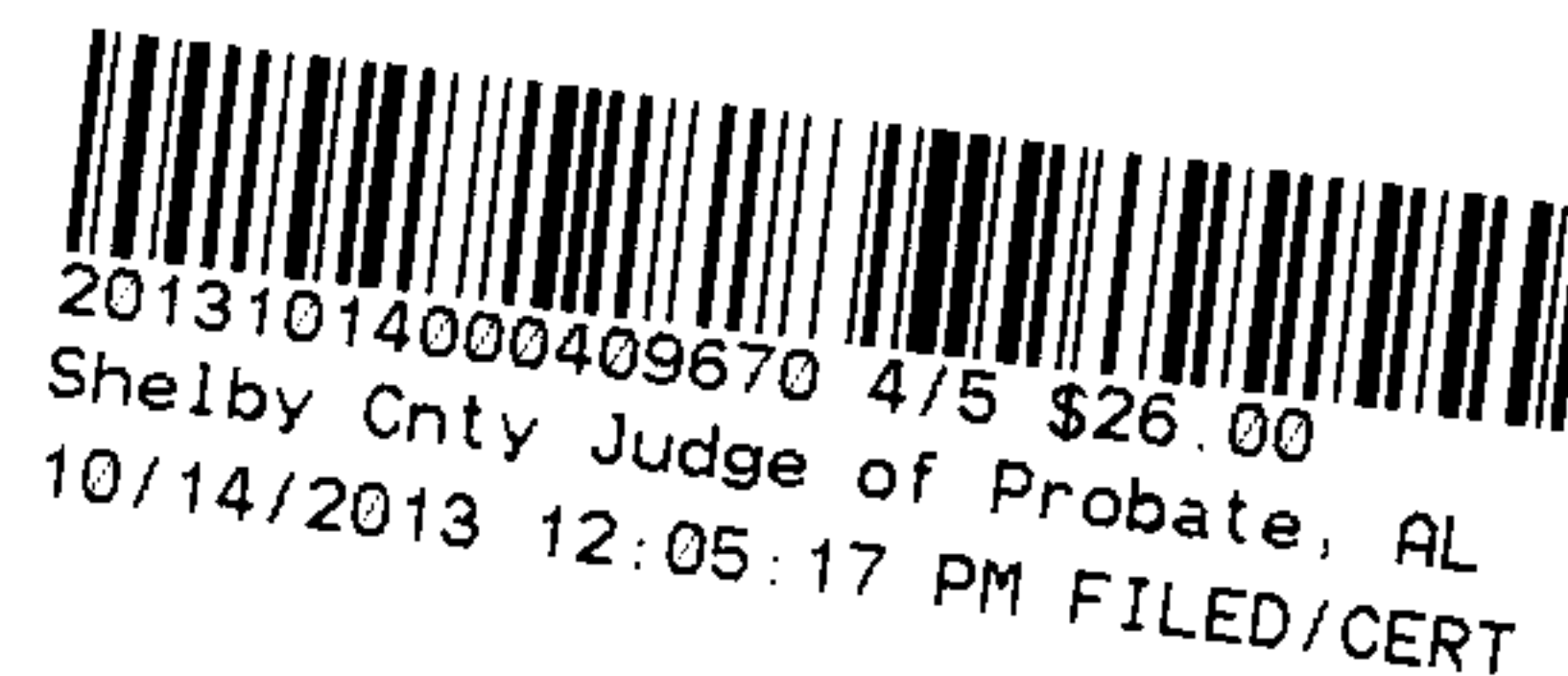
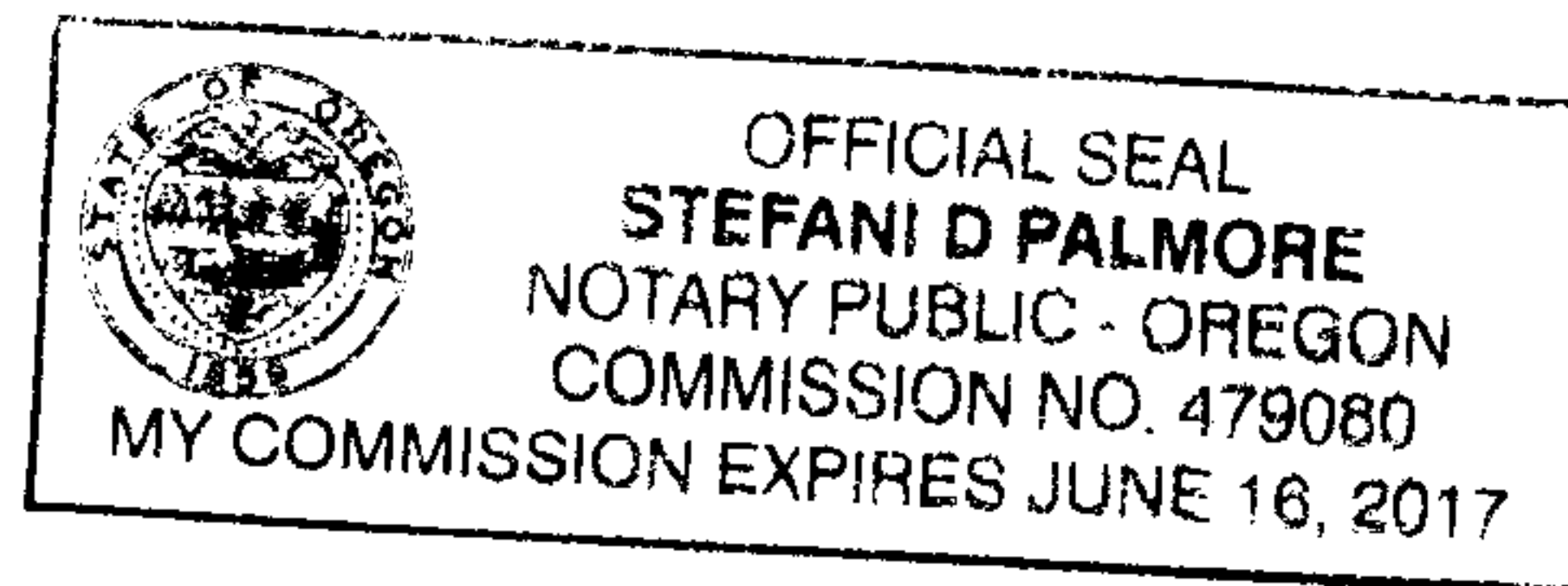


Exhibit A

Reference Number: 719222066366659

Legal Description:

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN SHELBY COUNTY,
ALABAMA, TO WIT:

LOT 4, ACCORDING TO THE SURVEY OF CHAPARRAL THIRD SECTOR, AS
RECORDED IN MAP BOOK 8 PAGE 165, IN THE PROBATE OFFICE OF SHELBY
COUNTY, ALABAMA.

KNOWN: 2108 CHANDABROOK DR

PARCEL: 117364001048037


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