Tax Parcel Number: N/A

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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

> 20131105000436660 1/4 \$23.00 Shelby Cnty Judge of Probate, AL

11/05/2013 01:57:57 PM FILED/CERT

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Account Number: XXX-XXX-XXX1805-0001 Reference Number: 4386540240269721

SUBORDINATION AGREEMENT FOR MORTGAGE

Effective Date: 9/17/2013

Owner(s): DUANE GIBSON

CONNIE SALMON GIBSON

Current Lien Amount: \$35,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO SOUTHTRUST 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: 365 CRESTVIEW CIRCLE, MONTEVALLA, 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.

DUANE GIBSON; A/K/A; DUANE C GIBSON AND CONNIE SALMON GIBSON; A/K/A; HUSBAND AND WIFE; JTWROS (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 Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A elorded 7-1-2004

which document is dated the 4th day of May, 2004, which was filed in Document ID# 20040701000363370 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 DUANE C GIBSON and CONNIE S GIBSON (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 \$94,549.12 (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
(Signature)

Shannon Johnson
(Printed Name)

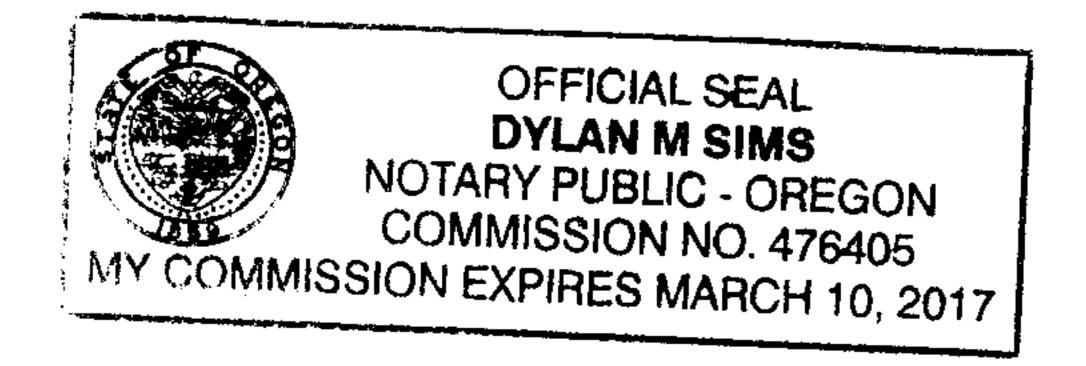
Vice President Loan Documentation
(Title)

### FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF	Oregon	)
		)ss
COUNTY OF	Multnomah	j

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1711 day of 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)



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Order ID: 17391621 Loan No.: 0366119568

# EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 17, Block 5, according to the Survey of Arden Subdivision to the Town of Montevallo, Alabama, as recorded in Map Book 3, Page 64, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Assessor's Parcel Number: 275214002017000

