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St. Paul, MN 55117

Tax Parcel Number: 09-6-23-0-000-002-019

~~Recording Requested By/Return To:~~

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

**This Instrument Prepared by:**

Spencer M. Pierson  
Vice President Loan Documentation  
Wells Fargo  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

79429524



20140701000199110 1/4 \$25.00  
Shelby Cnty Judge of Probate, AL  
07/01/2014 11:36:44 AM FILED/CERT

Rec 2161

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Reference: 726106065104772

Account: XXX-XXX-XXX4512-1998

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

Effective Date: 6/9/2014

Current Lien Amount: \$227,300.00

Senior Lender: Citibank, N.a. ISAOA

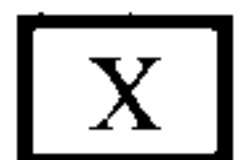
Subordinating Lender: Wells Fargo Bank, N.A. A Successor In Interest To Wachovia Bank, National Association

*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: 835 SIGNAL VALLEY TRL, CHELSEA, AL 35043

**THIS AGREEMENT** (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, and the Senior Lender named above.

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 DARRELL R. SUMMERS & KAREN N. SUMMERS; HUSBAND AND WIFE, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument recorded as follows. Which document is dated the 15th day of February, 2007, which filed in Document ID# 20070309000107320 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 Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$327,000.00 (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.

☐ N/A The Senior Lender has an existing loan in the original principal amount of N/A (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 Citibank, N.a. ISAOA, as beneficiary and recorded on N/A in N/A N/A at page N/A (or as No. N/A) of the Records of the Office of the Probate Judge of the County of N/A 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 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**

☒ X 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.

☐ 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 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** –

☒ X 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.

☐ N/A 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, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

**SUBORDINATING LENDER:**

Wells Fargo Bank, N.A.

HE360 SUB/PC - AL - H3S121001 rev 20140310  
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Shelby Cnty Judge of Probate, AL  
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By \_\_\_\_\_  
(Signature) Spencer M. Pierson  
(Title) Vice President Loan Documentation

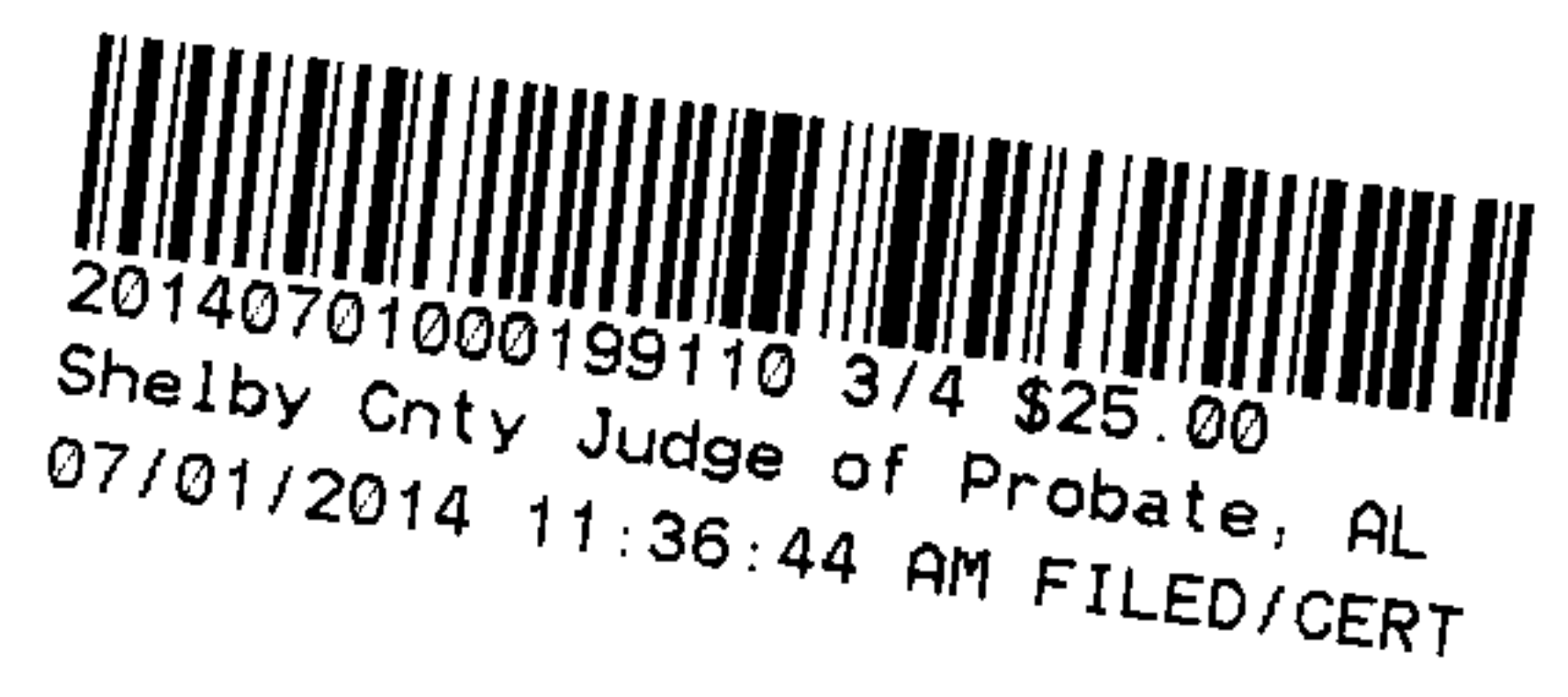
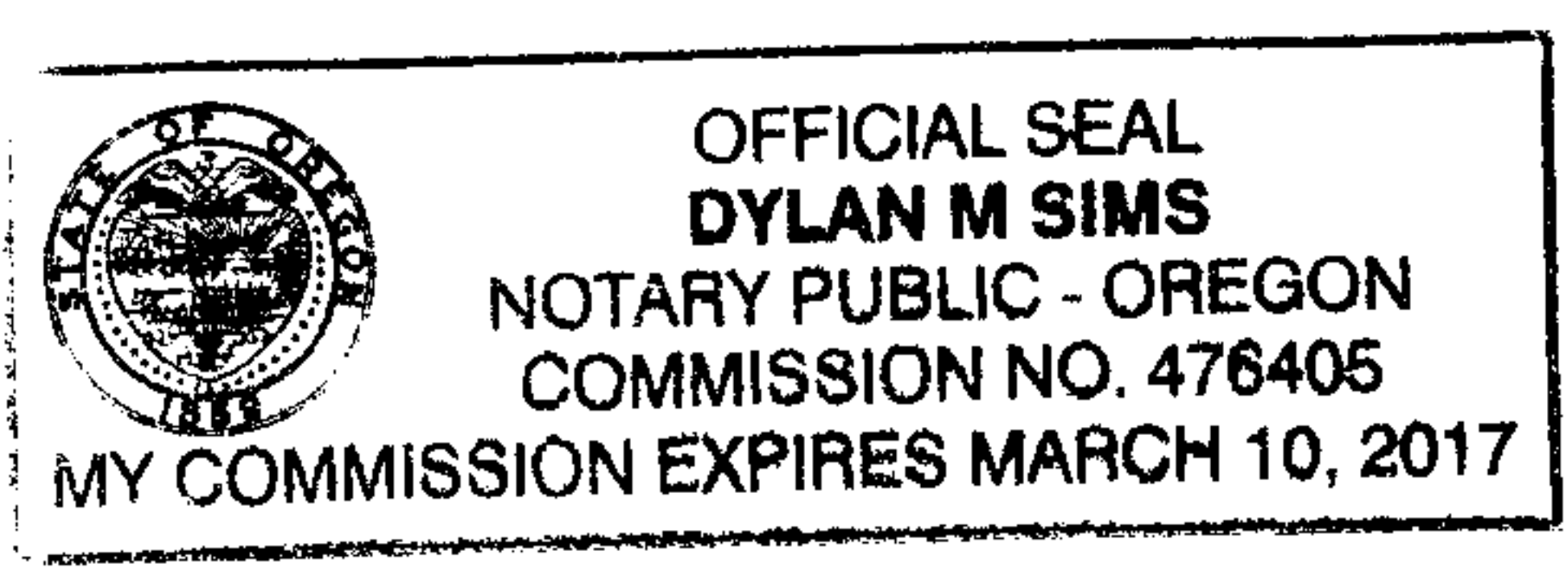
06-9-14  
Date

**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 9 day of June, 2014, by Spencer M. Pierson, 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)



**EXHIBIT "A"**

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

PART OF LOT 2, ACCORDING TO A RESURVEY OF SUMMERS SUBDIVISION, AS RECORDED IN MAP BOOK 34, PAGE 83, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND FORMERLY BEING A PORTION OF LOT 1, ACCORDING TO THE SURVEY OF SUMMERS SUBDIVISION, AS RECORDED IN MAP BOOK 23, PAGE 32, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT NO. 1 OF THE SUMMERS SUBDIVISION AS SHOWN BY MAP OF SAID ON RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA, IN MAP BOOK 23, AT PAGE 32; THENCE PROCEED NORTH 89 DEGREES 15 MINUTES 06 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID LOT NO. 1 FOR A DISTANCE OF 250.0 FEET TO THE POINT OF BEGINNING. FROM THIS BEGINNING POINT CONTINUE NORTH 89 DEGREES 15 MINUTES 06 SECONDS EAST ALONG THE NORTH BOUNDARY OF SAID LOT NO. 1 FOR A DISTANCE OF 60.0 FEET; THENCE PROCEED SOUTH 17 DEGREES 53 MINUTES 28 SECONDS EAST FOR A DISTANCE OF 250.18 FEET; THENCE PROCEED NORTH 29 DEGREES 56 MINUTES 21 SECONDS WEST FOR A DISTANCE OF 273.93 FEET TO THE POINT OF BEGINNING, SAID PROPERTY SUBJECT TO AND GRANTED A 60 FOOT INGRESS AND EGRESS EASEMENT AS SHOWN BY DEED REFERENCED 1996-10930 ON RECORD IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 09 6 23 0 000 002.019

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: JAMES D. CARMICHAEL AND WIFE, VICKI J. CARMICHAEL  
GRANTEE: DARRELL R. SUMMERS AND KAREN N. SUMMERS, AS JOINT  
TENANTS WITH RIGHT OF SURVIVORSHIP  
DATED: 05/12/2005  
RECORDED: 05/16/2005  
DOC#/BOOK-PAGE: 20050516000234680

ADDRESS: 835 SIGNAL VALLEY TRL, CHELSEA, AL 35043

END OF SCHEDULE A



\*U04771226\*

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