Wells Fargo Home Mortgage 8480 Stagecoach Circle MAC X3802-03A Frederick MD 21701-4747 Prepared by: Anthony Murphy

PLEASE RECORD & RETURN TO: National Advantage Settlement SVC 329 Forest Grove Road, STE 201

Coraopolis, PA 15108

Recording Information:

20140714000213770 1/3 \$20.00 Shelby Cnty Judge of Probate, AL 07/14/2014 02:47:46 PM FILED/CERT

Subordination Agreement (2)

Subordination Agreement (4) Being filed Concernently
THIS AGREEMENT is made and entered into on this 10th day of June, 2014 by Wells Fargo Bank, N.A. s/b/m Wachovia Mortgage Corporation, NA, (hereinafter referred to as "Beneficiary") in favor of Volunteer Mortgage, Inc., and MERS Inc, Solely as nominee for Volunteer Mortgage, Inc., its successors and assigns (hereinafter referred to as "Lender").

## WITNESSETH

WHEREAS, Wachovia Mortgage Corporation, NA, did loan Michael J. Grisetti and Catherine Lynnette Grisetti ("Borrower" the sum of \$50,000.00 which loan is evidenced by a promissory note dated May 30, 2006 executed by Borrower in favor of Wachovia Mortgage Corporation, NA, and is secured by a Deed of Trust/Mortgage even date therewith (the "Mortgage") covering the property described therein and recorded as Instrument # 20060707000326410 Book NA Page NA of the real property records in the office of Shelby County, State of Alabama and \* HUSBAND AND WIFE

WHEREAS, Borrower has requested that Lender lend to it the sum of \$231,420.00 (the "loan"), such loan to be evidenced by the promissory note dated JUNI 19, 20 14 executed by Borrower in favor of Lender and secured by a Mortgage of even date therewith (the "New Mortgage") covering in whole or in part of the property covered by the Mortgage: and \* INST#20140714000213740

WHEREAS, Lender has agreed to make a loan to the Borrower, if, but only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Lender.

NOW, THEREFORE, in consideration of One Dollar and in consideration for the premises and for other good and valuable consideration, the receipt and sufficiency all of which is hereby acknowledged, and in order to induce Lender to make the Loan above referred to, Beneficiary agrees as follows:

- 1. The New Mortgage and the note secured thereby and the debt evidenced by such and any and all renewals and interest payable on all of said debt and on any and all such renewals and extensions shall be and retain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Beneficiary.
- 2. Beneficiary acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Lender and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
- 3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there

are no agreements, written or oral, outside or separate from this agreement and all prior negotiations are merged into this agreement.

4. This agreement shall insure to the benefit of and be binding upon the successors and assigns of the parties.

This subordination agreement shall become invalid in the event that the new loan amount exceeds \$231,420.00.

BENEFICIARY: Wells Fargo Bank, N.A. s/b/m Wachovia Mortgage Corporation, NA,

20140714000213770 2/3 \$20.00 20140714000213770 2/3 \$20.00 Shelby Cnty Judge of Probate, 5helby Cnty Judge of PM FILED/CERT 07/14/2014 02:47:46 PM FILED/CERT

BY: Color Color Color Edward A. DeBus

ITS: Vice President

State of Maryland

County of Frederick

On this 10<sup>th</sup> day of June, 2014, before me, the undersigned officer, personally appeared Edward A. DeBus on behalf of Wells Fargo Bank, N.A. s/b/m Wachovia Mortgage Corporation, a National Association, and that he/she/they, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the National Association by himself/herself/themselves as Vice President.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission Expires: June 14, 2017

## Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 19, ACCORDING TO THE SURVEY OF MEADOW BROOK, SECOND SECTOR, SECOND PHASE, AS RECORDED IN MAP BOOK 7, PAGE 130, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 09-3-06-0-002-059.000

Commonly known as 3713 Cumberland Trace, Birmingham, AL 35242 However, by showing this address no additional coverage is provided

20140714000213770 3/3 \$20.00 Shelby Cnty Judge of Probate, AL 07/14/2014 02:47:46 PM FILED/CERT