

Parcel Number: 10-5-16-0-005-002-000

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09/19/2014 01:37:25 PM  
SUBAGREM 1/4

**Recording Requested By/Return To:**

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

**This Instrument Prepared by:**

Beverly Lynn Schroeder  
Assistant Vice President  
Wells Fargo  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

48930018

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Reference: 726106066252413 -

**SUBORDINATION AGREEMENT FOR  
CLOSED-END MORTGAGE**

Effective Date: 8/26/2014

Current Lien Amount: \$17,159.18

Senior Lender: Carrington Mortgage Services, LLC

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: 2600 BUCKBOARD RD, BIRMINGHAM, AL 35244

**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 Closed-End Mortgage (the "Existing Security Instrument") given by KEVIN L HAWKINS AND CAROLYN J HAWKINS, 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 27th day of December, 2006, which filed in Document ID# 20070116000022760 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 \$181,618.00 (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.

Recording concurrently herewith

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 Carrington Mortgage Services, LLC, 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**

☒ 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** –

☒ 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 20140801  
0000000000829111

By Beverly Lynn Schroeder  
(Signature) Beverly Lynn Schroeder  
(Title) Assistant Vice President

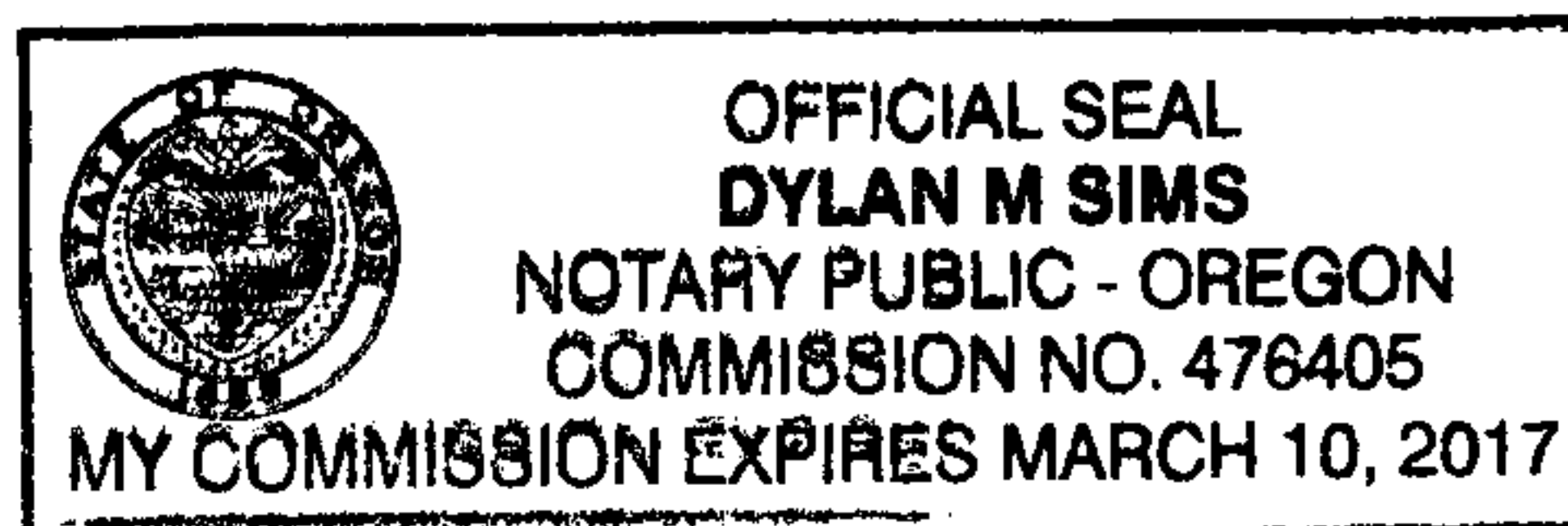
8/27/2014  
Date

**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 27th day of August, 2014, by Beverly Lynn Schroeder, as Assistant Vice President 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.

[Signature] (Notary Public)



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**Exhibit "A"**



Real property in the City of **BIRMINGHAM**, County of **SHELBY**, State of **Alabama**, described as follows:

**LOT 46, ACCORDING TO THE SURVEY OF HOMESTEAD FIRST SECTOR, AS RECORDED IN MAP BOOK 6, PAGE 9 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

**Being all of that certain property conveyed to KEVIN HAWKINS AND CAROLYN JEAN HAWKINS, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP from CHRISTINA HOLT AND DAVID HOLT, WIFE AND HUSBAND, by deed dated February 25, 2005 and recorded March 16, 2005 as INSTRUMENT NO. 20050316000118200 of official records.**

Commonly known as: 2600 BUCKBOARD RD, BIRMINGHAM, AL 35244

APN #: 10 5 16 0 005 002.000

 **HAWKINS**  
**48932218** **AL**  
**FIRST AMERICAN ELS**  
**SUBORDINATION AGREEMENT**  


*WHEN RECORDED, RETURN TO:  
FIRST AMERICAN TITLE INSURANCE CO.  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
NATIONAL RECORDING*

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Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
09/19/2014 01:37:25 PM  
\$23.00 CHERRY  
20140919000294990

A handwritten signature in black ink, likely of the County Clerk, James W. Fuhrmeister.