

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

Recording Information:

20150116000017490
01/16/2015 01:38:33 PM
SUBAGREM 1/3

Subordination Agreement

59777300-2810960

THIS AGREEMENT is made and entered into on this 16th day of December, 2014 by Wells Fargo Financial Alabama, Inc., (hereinafter referred to as "Beneficiary") in favor of JP Morgan Chase Bank, NA., its successors and assigns (hereinafter referred to as "Lender").

WITNESSETH

WHEREAS, Wells Fargo Financial Alabama, Inc., did loan Douglas E. Beasley and Debbie D. Beasley ("Borrower") the sum of \$32,240.28 which loan is evidenced by a promissory note dated September 18, 2008 executed by Borrower in favor of Wells Fargo Financial Alabama, Inc., and is secured by a Deed of Trust/Mortgage even date therewith (the "Mortgage") covering the property described therein and recorded as Instrument # 20081003000392720 Book NA Page NA of the real property records in the office of Shelby County, State of Alabama and

WHEREAS, Borrower has requested that Lender lend to it the sum of \$82,749.00 (the "loan"), such loan to be evidenced by the promissory note dated January 9, 2015 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

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 \$82,749.00.

BENEFICIARY: Wells Fargo Financial Alabama, Inc.,

BY: *Ralph L. Hall*
Ralph L. Hall

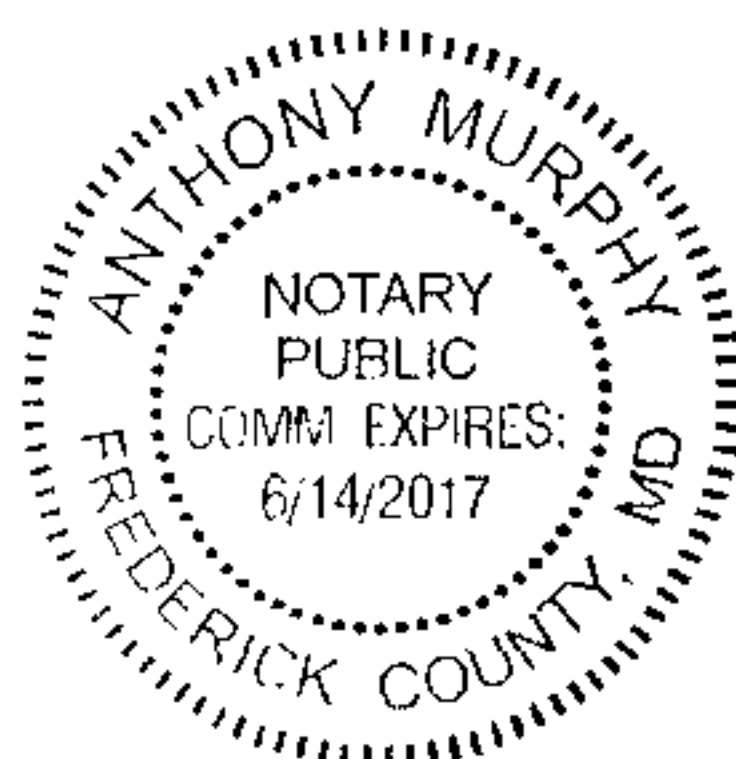
ITS: Vice President

State of Maryland

County of Frederick

On this 16th day of December, 2014, before me, the undersigned officer, personally appeared Ralph L. Hall on behalf of Wells Fargo Financial Alabama, Inc., 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.



Anthony Murphy
Notary Public *Anthony Murphy*

My Commission Expires: June 14, 2017

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 28 4 20 4 001 008.000

Land Situated in the County of Shelby in the State of AL

COMMENCE AT THE SOUTHEAST CORNER OF THE FRACTIONAL SECTION 20, TOWNSHIP 22 SOUTH, RANGE 2 WEST; THENCE NORTH 85 DEGREES, 46 MINUTES, 89 SECONDS WEST AND RUN ALONG THE SOUTH LINE OF SAID SECTION 676.38 FEET; THENCE NORTH 21 DEGREES, 06 MINUTES, 45 SECONDS WEST AND RUN 389.04 FEET TO THE INTERSECTION OF THE CENTERLINE OF SOUTHERN RAILROAD AND PILGREEN DRIVE; THENCE CONTINUE ALONG THE LAST DESCRIBED COURSE AND THE CENTERLINE OF SAID PILGREEN DRIVE 176.45 FEET; THENCE SOUTH 58 DEGREES 51 MINUTES 15 SECONDS WEST AND RUN 20 FEET TO THE WEST RIGHT OF WAY LINE OF PILGREEN DRIVE, SAID POINT BEING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 2 DEGREES, 1 MINUTE, 58 SECONDS AND A RADIUS OF 2103.56 FEET; THENCE ALONG THE CHORD OF SAID CURVE NORTH 28 DEGREES 07 MINUTES 46 SECONDS AND RUN 74.63 FEET TO THE CENTERLINE OF BUXAHATCHEE CREEK; THENCE NORTH 38 DEGREES, 40 MINUTES, 23 SECONDS WEST AND ALONG SAID CREEK CENTERLINE 33.17 FEET; THENCE NORTH 15 DEGREES 47 MINUTES 23 SECONDS WEST ALONG SAID CREEK CENTERLINE 20.58 FEET; THENCE NORTH 37 DEGREES 49 MINUTES 10 SECONDS EAST AND ALONG SAID CREEK CENTERLINE 41.23 FEET; THENCE NORTH 22 DEGREES 05 MINUTES 42 SECONDS WEST AND ALONG THE SAID CREEK CENTERLINE OF 39.97 FEET; THENCE NORTH 64 DEGREES 51 MINUTES 59 SECONDS EAST AND RUN 430.12 FEET TO THE WEST RIGHT OF WAY LINE OF PILGREEN DRIVE, THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 16 DEGREES 08 MINUTES 45 SECONDS EAST AND RUN 119.06 FEET; THENCE NORTH 73 DEGREES 51 MINUTES 15 SECONDS EAST AND RUN 20 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 2 DEGREES 58 MINUTES 2 SECONDS AND A RADIUS OF 2103.56 FEET; THENCE ALONG THE CHORD OF SAID CURVE SOUTH 17 DEGREES 37 MINUTES 46 SECONDS EAST AND RUN 106.93 FEET TO THE POINT OF BEGINNING.

Source of Title: Instrument No. 1999-37124

Commonly known as: 538 PILGREEN DR , CALERA, AL 35040



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
01/16/2015 01:38:33 PM
\$20.00 CHERRY
20150116000017490

A handwritten signature in black ink, appearing to be "J. Fuhrmeister", is written over the official text.