20170518000173390 05/18/2017 11:40:27 AM SUBAGREM 1/4

Tax Parcel Number: 13-4-20-2-002-036

### Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

#### This Instrument Prepared by:

Barbara A. Edwards
Vice President Loan Documentation
Wells Fargo Bank
MAC P6101-170
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3056

62992777-4041846

[Space Above This Line for Recording Data]

Reference: 713448065093688 -

# SUBORDINATION AGREEMENT FOR OPEN-END MORTGAGE

Effective Date: 4/13/2017

Current Lien Amount: \$9,000.00

Senior Lender: JP Morgan Chase Bank N.A.

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: 656 OLD CAHABA DR, HELENA, AL 35080

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 Open-End Mortgage (the "Existing Security Instrument") given by APRIL ROY, UNMARRIED, covering that real property, more particularly described as follows:

## See Attached Exhibit A

which document is dated the 25th day of April, 2006, which filed in Document ID# 20060512000225200 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.

X

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$112,663.00 (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

# 20170518000173390 05/18/2017 11:40:27 AM SUBAGREM 2/4

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 JP Morgan Chase Bank N.A., 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 –

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.

# 20170518000173390 05/18/2017 11:40:27 AM SUBAGREM 3/4

SUBORDINA	TING LENDER:			
Wells Fargo Ba	nk, N.A.	•		
By Signature) (Title)	Barbara A. Edward Vice President Loa			Date 13/17
FOR NOTAR	IZATION OF LEND	ER PERSONNEL		
STATE OF	Oregon	) )ss.		
COUNTY OF	Multnomah	)		
administer oath Vice President Subordinating I produced satisf	Loan Documentation Lender pursuant to au actory proof of his/he	of April of Wells Fargo Bank, N.A., thority granted by its Board	the Subordinating I of Directors. S/he i	blic or other official qualified to , by Barbara A. Edwards, as Lender, on behalf of said is personally known to me or has
MY	KATHY CHAI	Chalene SIAL SEAL RLENE JENSEN BLIC - OREGON ON NO. 920015 SEPTEMBER 08, 2017	Jensen	

# **EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 13 4 20 2 002 036.000

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

LOT 214, ACCORDING TO THE SURVEY OF OLD CAHABA WILLOW RUN SECOND SECTOR, AS RECORDED IN MAP BOOK 25, PAGE 127, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SOURCE OF TITLE: INSTRUMENT NO. 20040630000361320.

Commonly known as: 656 Old Cahaba Dr, Helena, AL 35080

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES



Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
05/18/2017 11:40:27 AM
\$24.00 CHERRY

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