

Tax Parcel Number: 093080003008000

Recording Requested By/Return To:

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

This Instrument Prepared by:

Lynda F. McDowell
Vice President Loan Documentation
Wells Fargo
MAC P6050-017
P.O. Box 4149
Portland, OR 97208-4149
1-800-945-3056



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Reference: 726106065142924 -

**SUBORDINATION AGREEMENT AND MODIFICATION OF
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 5/18/2018

Owner(s): WILLIAM RICHARD DARBY
JEANETTE S DARBY

(individually and collectively "Owner(s)")

Borrower(s) WILLIAM RICHARD DARBY
JEANETTE DARBY

(individually and collectively "Borrower(s)")

Current Line of Credit Recorded Commitment \$200,000.00 being reduced to \$100,000.00.

Senior Lender: Wells Fargo 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: 4532 EAGLE POINT DR, BIRMINGHAM, AL 35242

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owner(s), Borrower(s) 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 WILLIAM RICHARD DARBY AND JEANETTE S. DARBY: HUSBAND AND WIFE, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument; which document is dated the 4th day of April, 2008, and which was filed in Instrument # 20080425000168960 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 Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to Borrower(s) by the Subordinating Lender.

- ☒ The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$178,000.00 (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. To be recorded concurrently with this agreement.

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. If, however, the New Loan or Amended Loan exceeds \$178,000.00 the Subordination Agreement is VOID. Further, if the Borrower(s) do not agree to the reduced credit limit, if applicable, then this Agreement is VOID.

- ☐ 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 Wells Fargo 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").

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 Reduce Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$200,000.00 to the new credit limit of \$100,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$200,000.00 to \$100,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

B. Agreement to Subordinate

- ☒ If all terms and conditions set forth in this Agreement are met, the 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 If all the terms and conditions set forth in this Agreement are met, 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.

C. 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.

E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:

Wells/Fargo Bank, N.A.

By

(Signature)
(Title)

Lynda F. McDowell

Vice President Loan Documentation

MAY 21 2018

Date

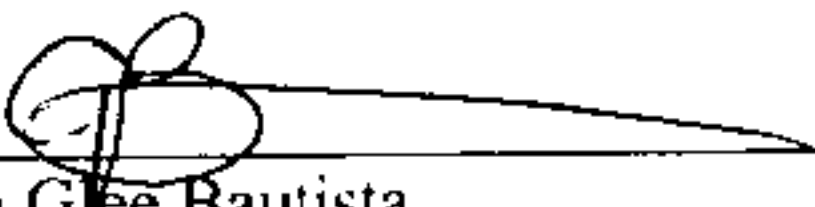


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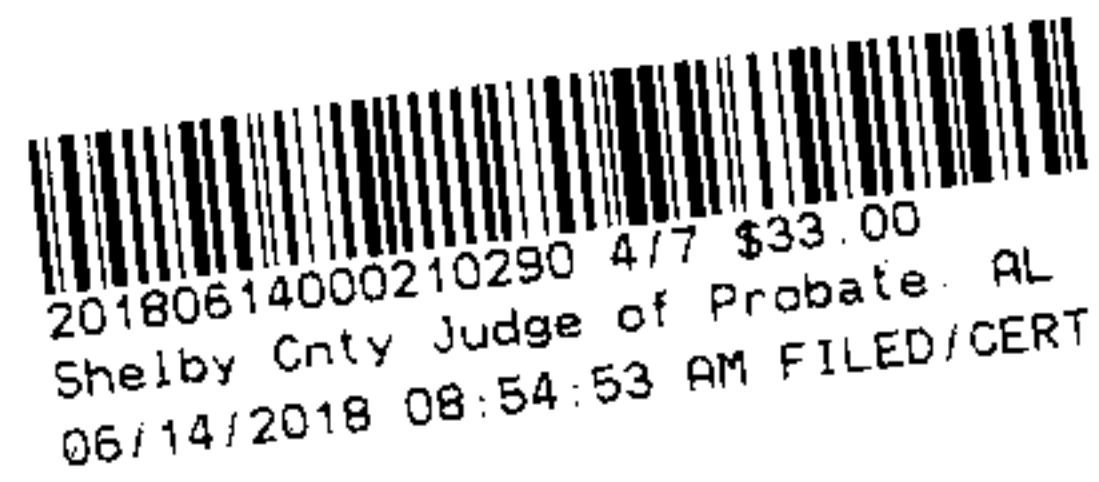
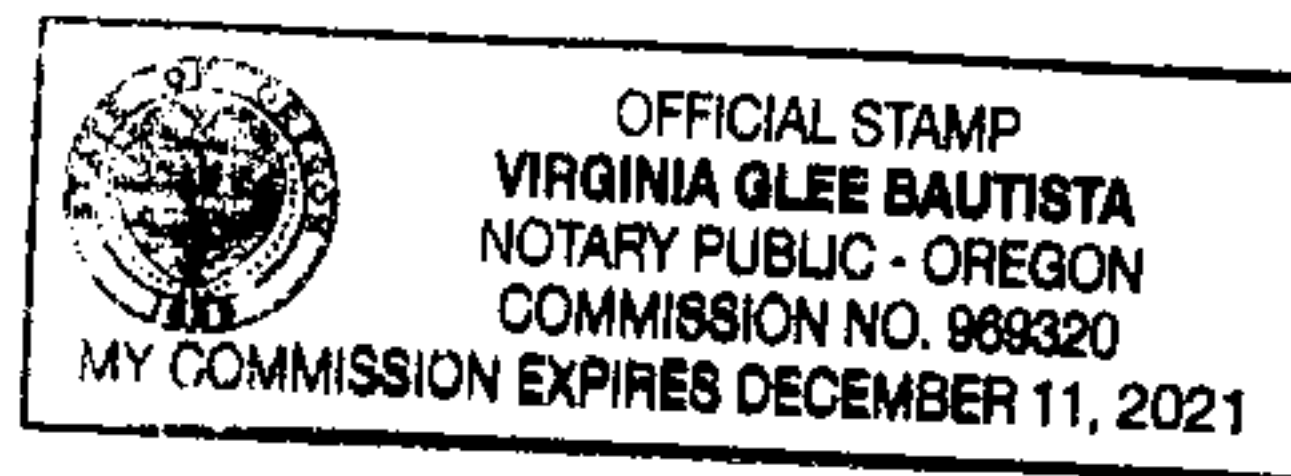
FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 21 day of May, 2018, by Lynda F. McDowell, 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.



Virginia Glee Bautista (Notary Public)



BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

William Richard Darby
(Signature) WILLIAM RICHARD DARBY

June 8, 2018
(Date)

Jeanette Darby
(Signature) JEANETTE DARBY

June 8, 2018
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

William Richard Darby
(Signature) WILLIAM RICHARD DARBY

June 8, 2018
(Date)

Jeanette Darby
(Signature) JEANETTE S DARBY

June 8, 2018
(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

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(Date)

(Signature)

(Date)



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For An Individual Acting in His/Her Own Right:

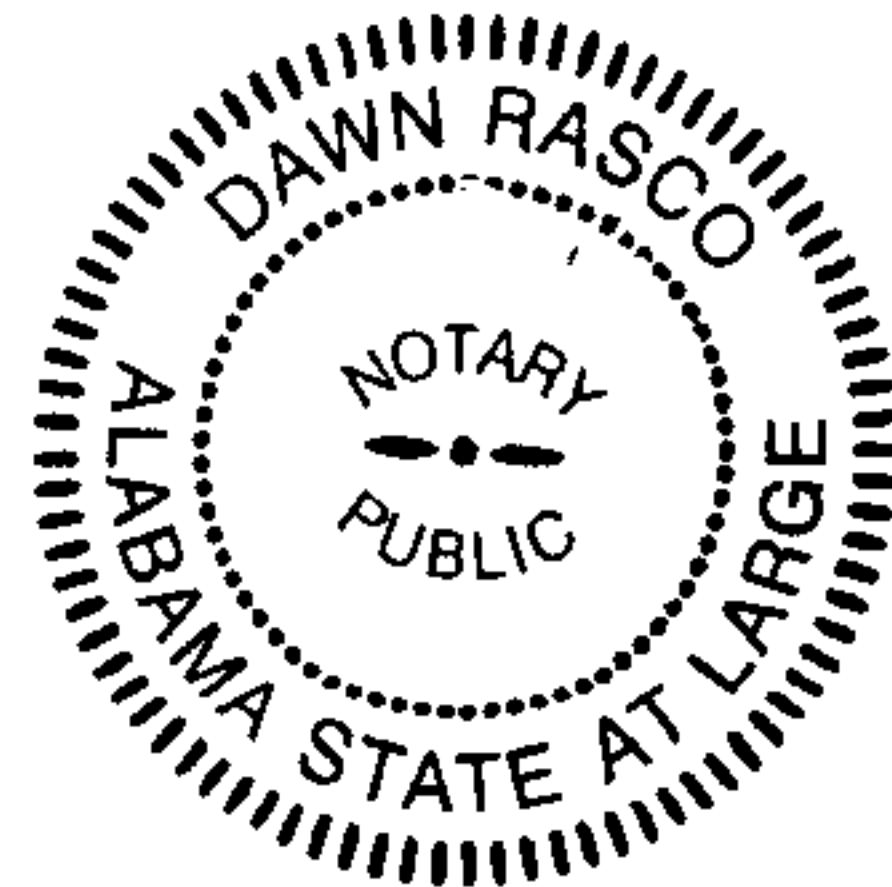
ACKNOWLEDGEMENT FOR INDIVIDUAL

The State of Alabama }
Shelby County }

I, the undersigned Notary Public, hereby certify that William Richard Darby and spouse,
Jeanette S. Darby whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the
same voluntarily on the day the same bears date. Given under my hand this 8th day of
June, 2018.

Dawn Rasco
(Style of Officer) Notary Public

My Commission Expires: 3/26/2022



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Exhibit A

Lot 8, according to the map and survey of Eagle Point, First Sector, Phase 1, as recorded in Map Book 14, page 114 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Jeanette Darby and Jeanette S. Darby are one and the same person.

