

Tax Parcel Number: 101020002045000

20190903000323950  
09/03/2019 10:20:14 AM  
SUBAGREM 1/4

**Recording Requested By/Return To:**

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

**This Instrument Prepared by:**

Michael Pau  
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: 726106065010884 - 20151790300023

**SUBORDINATION AGREEMENT FOR  
LINE OF CREDIT MORTGAGE**

Effective Date: 8/15/2019

Current Lien Amount: \$43,500.00

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

*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: 3301 SHETLAND TRCE, BIRMINGHAM, AL 35242

**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 Line Of Credit Mortgage (the "Existing Security Instrument") given by TODD M. BEATON AND KAREN M. BEATON, A MARRIED COUPLE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 31st day of July, 2015, and which was filed in Document ID# 20150820000289720 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 \$148,500.00 (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 \$148,500.00 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.

☐ 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 Deed of Trust, executed by Borrower, as trustor, in favor of N/A, as trustee for the benefit 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"). 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

☒ 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 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.

#### 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.

By

(Signature)

(Title)

Michael Pau

Vice President Loan Documentation

AUG 15 2019

Date

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon

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)ss.

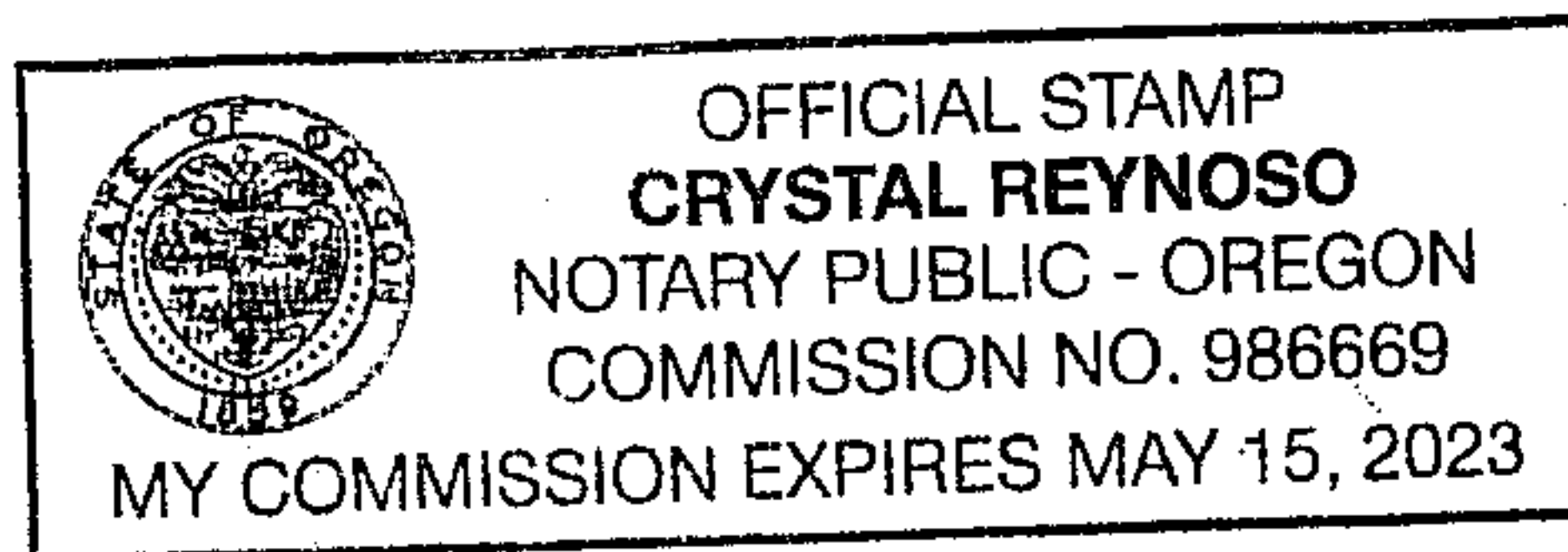
COUNTY OF Washington

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The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 15 day of August, 2019, by Michael Pau, 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.

Crystal Reynoso (Notary Public)

Crystal Reynoso



Borrower(s): Todd M. Beaton and Karen M. Beaton  
Property Address: 3301 Shetland Trace Birmingham, AL 35242  
File Number: 19-2303  
Closing Date: August 27, 2019

**Exhibit A Legal Description**

The following described real estate situated in Shelby County, Alabama, to-wit:

Lot 16, Block 9, according to the survey of Kerry Downs, as recorded in Map Book 5, Page 135 and 136, In the Probate Office of Shelby County, Alabama.

Being the same property conveyed from Dianne B. Rogers, married to Todd M. Beaton and Karen M. Beaton, as joint tenants with right of survivorship in a Warranty Deed, dated 7/31/1992 and recorded on 8/5/1992 in Instrument Number 1992-16009 of the Office of the Judge of Probate of Jefferson County, Alabama.

Commonly known as: 3301 Shetland Trace, Birmingham, AL 35242  
Property address is not insured.

Parcel ID#: 10 1 02 0 002 045.000



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
09/03/2019 10:20:14 AM  
\$32.00 CATHY  
20190903000323950

*Allen S. Bayl*