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08/27/2021 12:10:17 PM
SUBAGREM 1/4

Tax Parcel Number: 09-5-22-0-009-022.00

Recording Requested By/Return To:

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

This Instrument Prepared by:

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

NA

[Space Above This Line for Recording Data]

Reference: 180817510413411 - 20190160017394

**SUBORDINATION AGREEMENT FOR
LINE OF CREDIT MORTGAGE**

Effective Date: 7/28/2021

Current Lien Amount: \$35,000.00

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: 193 SCARLET LANE, CHELSEA, AL 35043

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 SAMUEL KUBALA AND KRISTINA WILSON-KUBALA, MARRIED TO EACH OTHER, 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 5th day of February, 2019, and which was filed in Document ID# 2019-0219000051140 at page (or as No.) 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 \$150,000.00 (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 \$150,000.00 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.

☐ 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, 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 Shawn Glidden July 29, 2021
(Signature) Shawn Glidden
(Title) Vice President Loan Documentation Date

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 29 day of July, 2021, by Shawn Glidden, 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.

Michael Allen Still (Notary Public)
Michael Allen Still

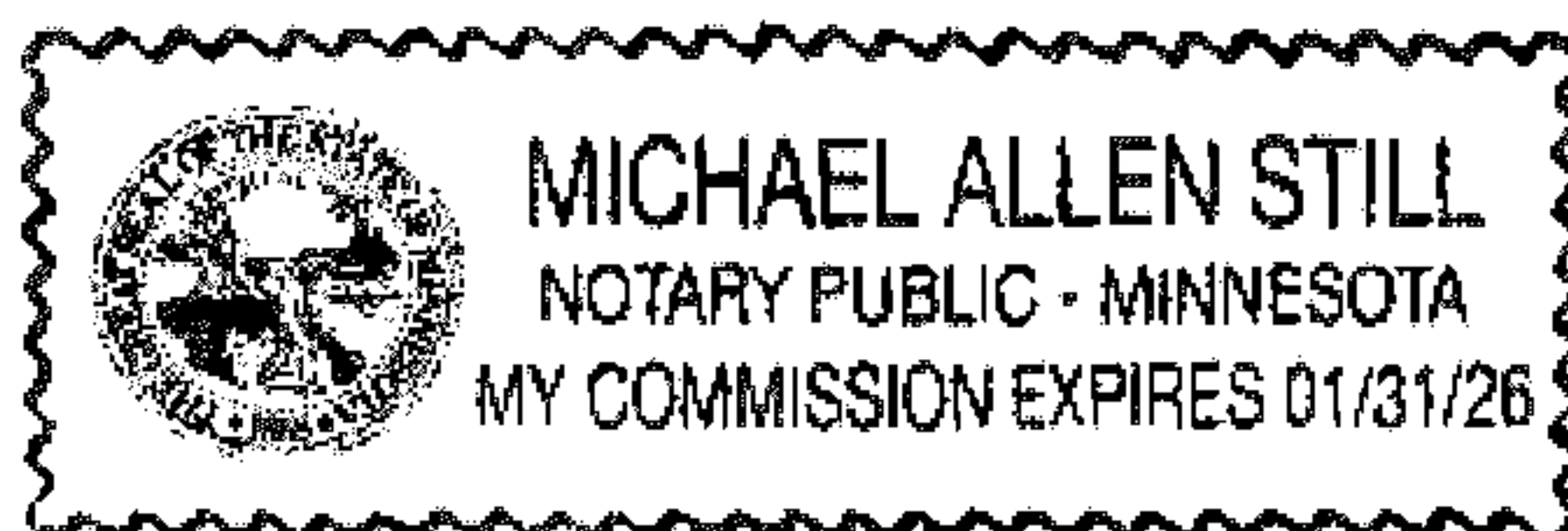


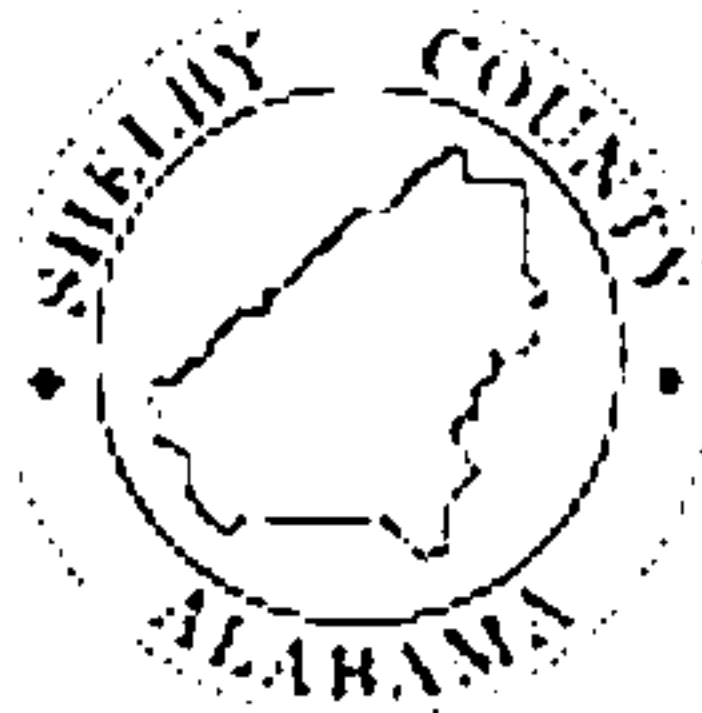
EXHIBIT A

Reference: 20190160017394

Account: XXX-XXX-XXX9258-1998

Legal Description:

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN CHELSEA, SHELBY COUNTY, AL TO WIT: LOT 22, ACCORDING TO THE MAP AND SURVEY OF CHESSER PLANTATION, PHASE I, SECTOR 2, AS RECORDED IN MAP BOOK 33, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. TOGETHER WITH A NONEXCLUSIVE EASEMENT TO USE THE COMMON AREAS AS MORE PARTICULARLY DESCRIBED IN THE CHESSER PLANTATION DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS INSTRUMENT NUMBER 2002030600010788 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS THE DECLARATION). THIS BEING THE SAME PROPERTY CONVEYED TO SAMUEL KUBALA, AND KRISTINA WILSON-KUBALA, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, BY DEED FROM FEDERAL NATIONAL MORTGAGE ASSOCIATION A.K.A. FANNIE MAE, A CORPORATION, BY AND THROUGH SIROTE AND PERMUTT, P.C., AS ATTORNEY IN FACT, DATED 12/23/2013 AND RECORDED ON 01/02/2014 IN INSTRUMENT NO. 20140102000000420, IN THE SHELBY COUNTY RECORDERS OFFICE. PARCEL NO. 09 5 22 0 009 022.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
08/27/2021 12:10:17 PM
\$32.00 CHERRY
20210827000418590

Allen S. Bayal