

Tax Parcel Number: 15 3 08 0 000 021.028

20221128000433100  
11/28/2022 10:26:44 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:**

Tom E. Gilroy  
Vice President  
Wells Fargo  
MAC P6050-017  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056

[Space Above This Line for Recording Data]

Reference: 726106066287571 -

**SUBORDINATION AGREEMENT FOR  
HOME EQUITY LINE OF CREDIT MORTGAGE**

Effective Date: 2/15/2021

Current Lien Amount: \$63,000.00

Senior Lender: JPMORGAN CHASE BANK, N.A>

Subordinating Lender: Wells Fargo Bank, N.A. A Successor In Interest To Wachovia 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: 51 CROSSBROOK CIR, 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 Home Equity Line Of Credit Mortgage (the "Existing Security Instrument") given by T DALE NEUENDORF. MARY C NEUENDORF. TRUSTEES OF THE NEUENDORF LIVING TRUST FEBUARY 20 2002 AND ANY AMENDMENTS THERTO, covering that real property, more particularly described as follows:

See Attached Exhibit A

which document is dated the 22nd day of December, 2009, and which was filed in Instrument # 20030605000350810 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 \$217,000.00 (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 \$217,000.00 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 JPMORGAN 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**

☒ 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.

FEB 16 2021

By

(Signature) Tom E. Gilroy  
(Title) Vice President

Date

**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 16 day of Feb, 2021, by Tom E. Gilroy, as Vice President 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.

Kara Noel Pfaender

(Notary Public)

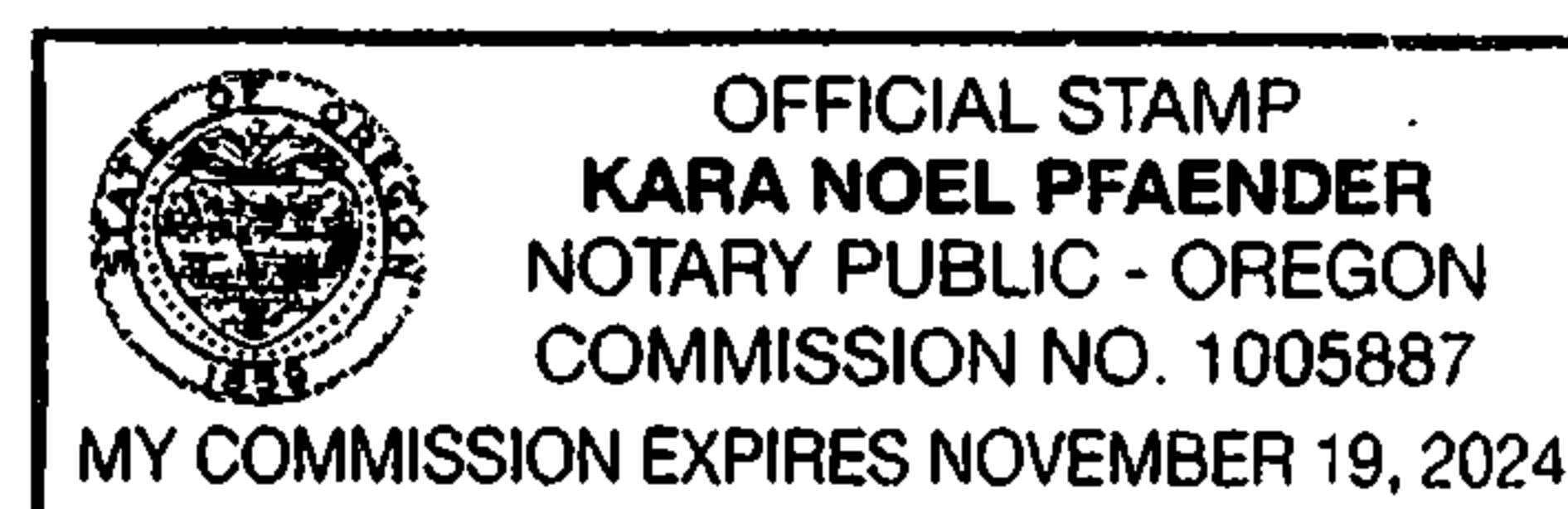


EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 15 3 08 0 000 021.028

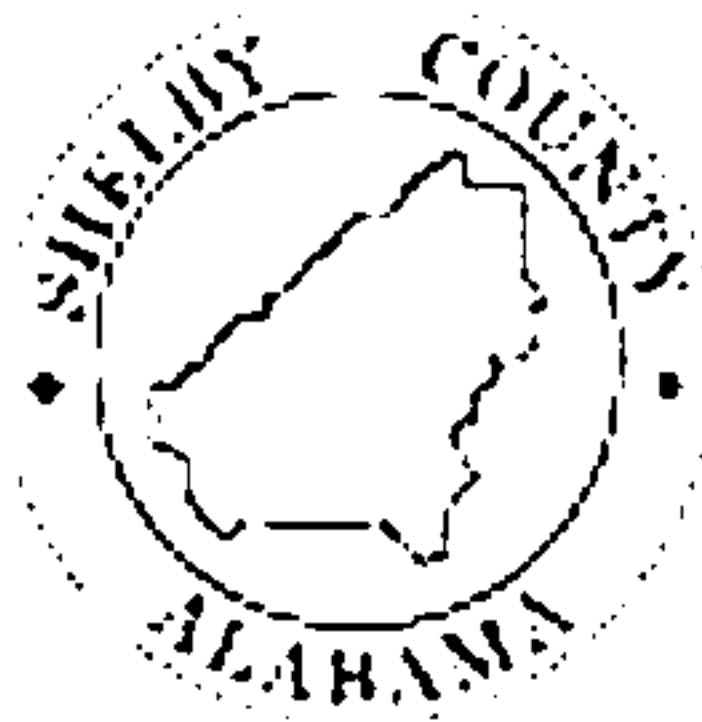
Land situated in the County of Shelby in the State of AL

Lot 4, according to a Resurvey of Lot 6 of Crossbrook Farms, First Sector, as recorded in Map Book 12, Page 86, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and mining rights excepted.

Source of Title Instrument No. 20030605000350810

Commonly known as: 51 CROSSBROOK CIR, Chelsea, AL 35043

Source of Title: Book , Page .



**Filed and Recorded**  
**Official Public Records**  
**Judge of Probate, Shelby County Alabama, County**  
**Clerk**  
**Shelby County, AL**  
**11/28/2022 10:26:44 AM**  
**\$33.00 PAYGE**  
**20221128000433100**

*Allie S. Bayl*