

**2015003769 00021**

FORSYTH CO. NC FEE \$26.00  
PRESENTED & RECORDED  
02/04/2015 09:13:18 AM  
C. NORMAN HOLLEMAN  
REGISTER OF DEEDS  
BY: S. GRIFFITH  
DPTY

**BK: RE 3215**

**PG: 2485 - 2488**

[Space Above This Line for Recording Data]

**Recording Requested By and  
When Recorded Return To:**

**ServiceLink- CRS  
3220 El Camino Real  
Irvine, CA 92602  
(800) 756-3524 Ext. 43275**

**19064719**

**This Instrument Prepared by:**

**Wells Fargo  
Shannon Johnson  
MAC P6051-019  
P.O. Box 4149  
Portland, OR 97208-4149  
1-800-945-3056**

Reference: 730110056892934 -

**SUBORDINATION AGREEMENT FOR  
OPEN-END DEED OF TRUST (SECURING FUTURE ADVANCES UNDER A HOME EQUITY LINE OF  
CREDIT SUBJECT TO ARTICLE 9, CHAPTER 45 OF THE NORTH CAROLINA GENERAL  
STATUTES)**

Effective Date: 12/19/2014

Current Lien Amount: \$150,000.00

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.*

Trustee: Trste, Inc.

Property Address: 1854 CURRAGHMORE ROAD, CLEMMONS, NC 27012

**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 Deed Of Trust (Securing Future Advances Under A Home Equity Line Of Credit Subject To Article 9, Chapter 45 Of The North Carolina General Statutes) (the "Existing Security Instrument") given by MARIEYINK C SEGOVIA, MARRIED ANGEL ZABALA, MARRIED, covering that real property, more particularly described in the legal description attached to the Existing Security Instrument recorded as follows. Which document is dated the 22nd day of May, 2007, which filed in Book RE 2760 at page 1927 (or as No. 2007034475 00049) of the Office Of The Register Of Deeds Of The County Of FORSYTH, State of North Carolina.

HE360 SUB/PC - NC - H3S121035 rev 20140801  
0000000000845962

Page 1 of 3

Submitted electronically by LSI CRS in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Forsyth County Register of Deeds.

- ☒ The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$225,820.26 (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. 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.

- ☐ 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 Office Of The Register Of Deeds Of The County Of N/A, State of North Carolina (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**

- ☒ 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.
- ☐ 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. Appointment of Substitute Trustee *If Applicable***

The Existing Security Instrument names Trste, Inc., as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes Trste, Inc. as Trustee and designates and appoints Wells Fargo Financial National Bank as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under 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 –**

☒ 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.

#### D. 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 Shannon Johnson  
(Signature) Shannon Johnson  
(Title) Vice President Loan Documentation

DEC 19 2014

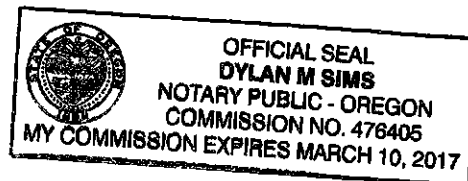
Date \_\_\_\_\_

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Oregon )  
COUNTY OF Multnomah )ss.  
)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 19th day of December, 2014, by Shannon Johnson, 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.

 (Notary Public)



Order No.: 19064719  
Loan No.: 0385941232

## **Exhibit A**

The following described property:

All that certain lot or parcel of land situated in Clemmonsville Township, Forsyth County, North Carolina, and more particularly described as follows:

Being known and designated as Lot 68, as shown on the Map of Waterford, Section 4, Phase 4, which Map is recorded in Plat Book 49, Page 100, in the Office of the Register of Deeds of Forsyth County, reference to which is hereby made for a more particular description.

Assessor's Parcel No: 5883-28-7724.00