2011049267 00246
FORSYTH CO, NC FEE $26.00
PRESENTED & RECORDED
12-19-2011 04:45:51 PM
C. NORMAN HOLLEMAN
REGISTER OF DEEDS
BY: TIMOTHY R WILLIAMS
ASST

BK: RE 3035
PG: 1187-1191

{Space Above This Line for Recording Data}

Recording Requested By/Return To:
Wells Fargo Box 53
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-9900

This Instrument Prepared by:
Wells Fargo, Bryan C. Thompson
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Reference: 198904621847

Account: XXX-XXX-XXX2941-0001

SUBORDINATION AGREEMENT
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: 11/30/2011

Owner(s): JAMES LESLIE FURMAGE II
JENNIFER HEINER FURMAGE

Current Lien Amount: $13,000.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A. A SUCCESSOR IN INTEREST TO E-LOAN, INC., A DELAWARE CORPORATION
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: STUBBS & PERDUE, P.A

Property Address: 5975 BRITTANS DRIVE, BELEWS CREEK, NC 27009-0000

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

JAMES LESLIE FURMAGE, II (AKA JAMES L. FURMAGE, II) AND WIFE JENNIFER HEINER FURMAGE, (AKA JENNIFER H. FURMAGE) (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

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 the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 22nd day of September, 2002, which was filed in Book 2287 at page 465 (or as No. N/A) of the Records of the Office of the Register of Deeds of the County of FORSYTH, State of North Carolina. The Existing Security Instrument secures repayment of a debt evidenced by a note or line of credit agreement extended to JAMES LESLIE FURMAGE (individually and collectively "Borrower") 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 $101,750.00 (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. 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.

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 and Trustee, if applicable, 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.

B. Appointment of Substitute Trustee *If Applicable*

The Existing Security Instrument names STUBBS & PERDUE, P.A, 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 STUBBS & PERDUE, P.A 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.

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 _____ 11/30/2011
(Signature) Date

Jodi Sanborn
(Printed Name)

Assistant Vice President
(Title)

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 30th day of Nov., 2011, by Jodi Sanborn, as Assistant 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.

Deborah Kay Hadley (Notary Public)

OFFICIAL SEAL
DEBORAH KAY HADLEY
NOTARY PUBLIC - OREGON
COMMISSION NO. 456072
MY COMMISSION EXPIRES FEBRUARY 16, 2015

Exhibit "A"

BEING KNOWN AND DESIGNATED as Lot 70 of Salem Quarter, Section Two, as shown on a map and plat of same which is recorded in Plat Book 39, Page 95, in the Office of the Register of Deeds of Forsyth County, North Carolina, reference to which is hereby made for a more particular description.

Together with and subject to all easements and restrictions of record, if any.