


Tax Parcel Number: 14 8 28 3 002 030.000

  
20110505000135650 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/05/2011 08:59:50 AM FILED/CERT

**Recording requested by: LSI**  
**When recorded return to :**  
**Custom Recording Solutions**  
**5 Peters Canyon Road Suite 200**  
**Irvine, CA 92606** 11400804  
**800-756-3524 Ext. 5011**

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

Gabe Georgescu

---

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX4303-1998

Reference Number: 4386540210013448

**SUBORDINATION AGREEMENT FOR  
OPEN-END MORTGAGE**

Effective Date: 3/29/2011

Owner(s): JOHN STEVEN CAIOLA  
PAMELA V CAIOLA

Current Lien Amount: \$47,900.00.

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: 908 HADDINGTON DALE, PELHAM, AL 35124

**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.

JOHN STEVEN CAIOLA AND PAMELA V. CAIOLA, BOTH MARRIED (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 Mortgage (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

*recorded on 09/01/2005*

which document is dated the 11th day of July, 2005, which was filed in Document ID# 20050801000383880 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 Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to J STEVEN CAIOLA (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 \$131,986.00\* (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.

*\* Please record concurrently with Mfg dated 04/29/2011*

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.

**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.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.



20110505000135650 3/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
05/05/2011 08:59:50 AM FILED/CERT

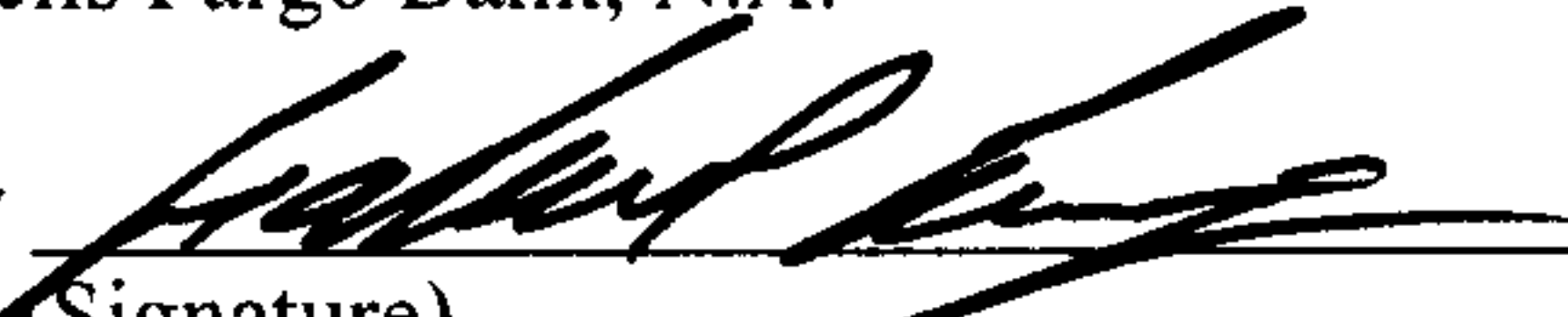
### C. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, has set its hand and seal as of the Effective Date above unless otherwise indicated.

#### SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By

  
(Signature)

3/29/2011

Date

Gabe Georgescu

(Printed Name)

Team Lead

(Title)

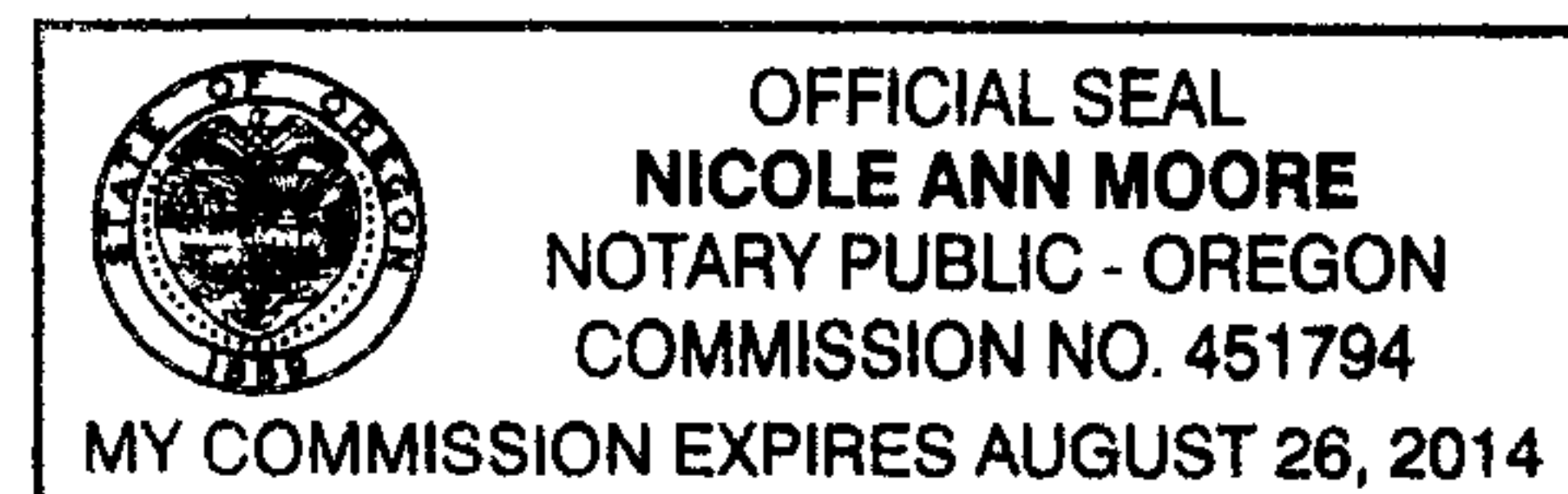
#### FOR NOTARIZATION OF LENDER PERSONNEL

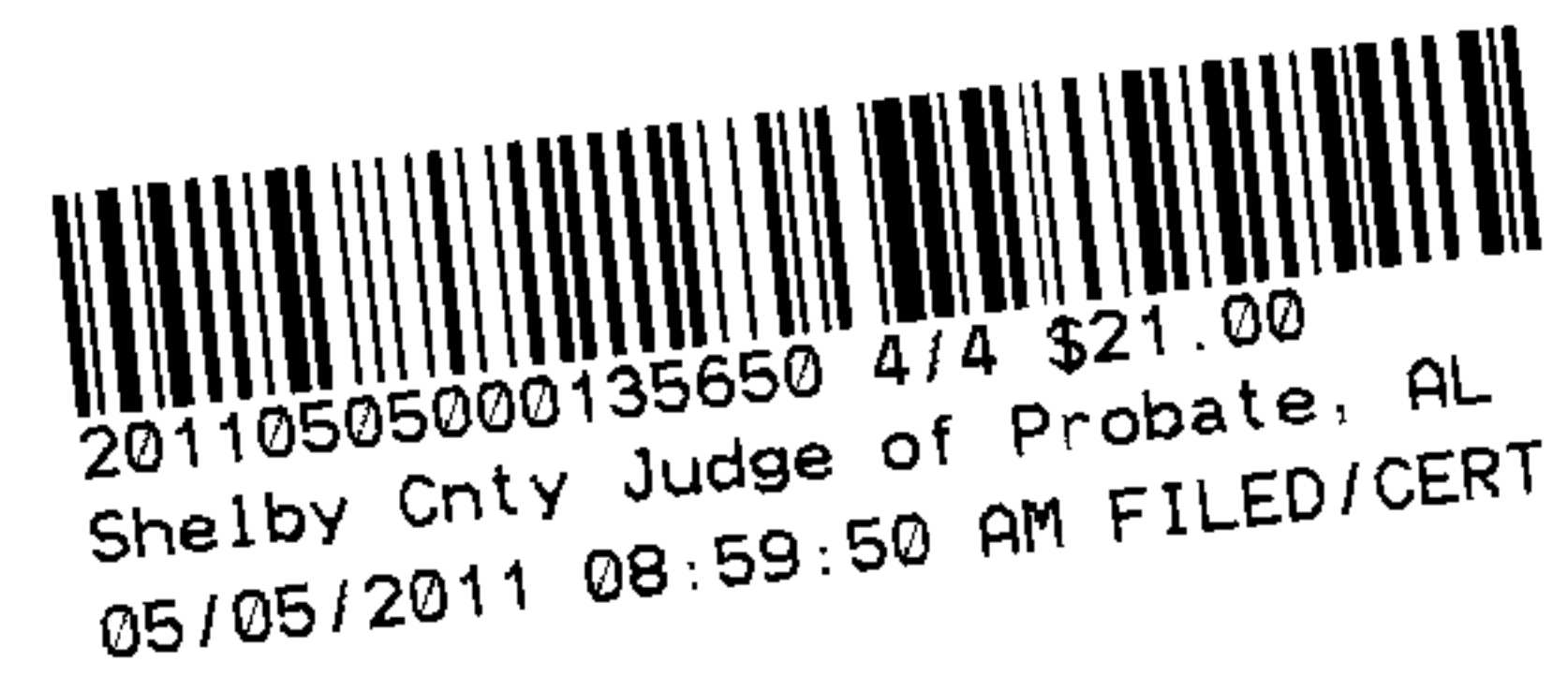
STATE OF Oregon,        )  
                                  ) ss.  
COUNTY OF Washington )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 29 day of Mar, 2011, by Gabe Georgescu, as Team Lead 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)

NICOLE ANN MOORE





Order ID: 11400894

Loan No.: 0321977969

## **EXHIBIT A LEGAL DESCRIPTION**

The following described property:

Lot 359 A, according to a Resurvey of Lots 357, 358, 359 and 360, Haddington Parc at Ballantrae, Phase 1, as recorded in Map Book 34, Page 27, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 148283002030000