


Tax Parcel Number: 03-8-28-0-001-006-014

  
20110614000174790 1/4 \$22.00  
Shelby Cnty Judge of Probate, AL  
06/14/2011 12:42:45 PM FILED/CERT

**When Recorded Return To:**  
**Indecomm Global Services**  
**2925 Country Drive**  
**St. Paul, MN 55117**

**This Instrument Prepared by:**

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

*Christopher Wheeler*

*Record 3rd*

*77148572*

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX3486-1998

Reference Number: 4386540210120631

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

Effective Date: 5/5/2011

Owner(s): ANTHONY C CUICCHI  
DIANE L CUICCHI

Current Lien Amount: \$250,000.00.

Senior Lender: Citimortgage, Inc.

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.*

Property Address: 5116 GREYSTONE WAY, BIRMINGHAM, AL 35242

SUBORDINATION ONLY\_AL  
0000000000232383

Page 1 of 3

**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.

ANTHONY C CUICCHI AND WIFE, DIANE L CUICCHI (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 Home Equity Line Of Credit Mortgage (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 8th day of February, 2007, which was filed in Instrument # 20070309000107760 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 ANTHONY C CUICCHI (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 \$131,300.00 (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 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.

**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:**

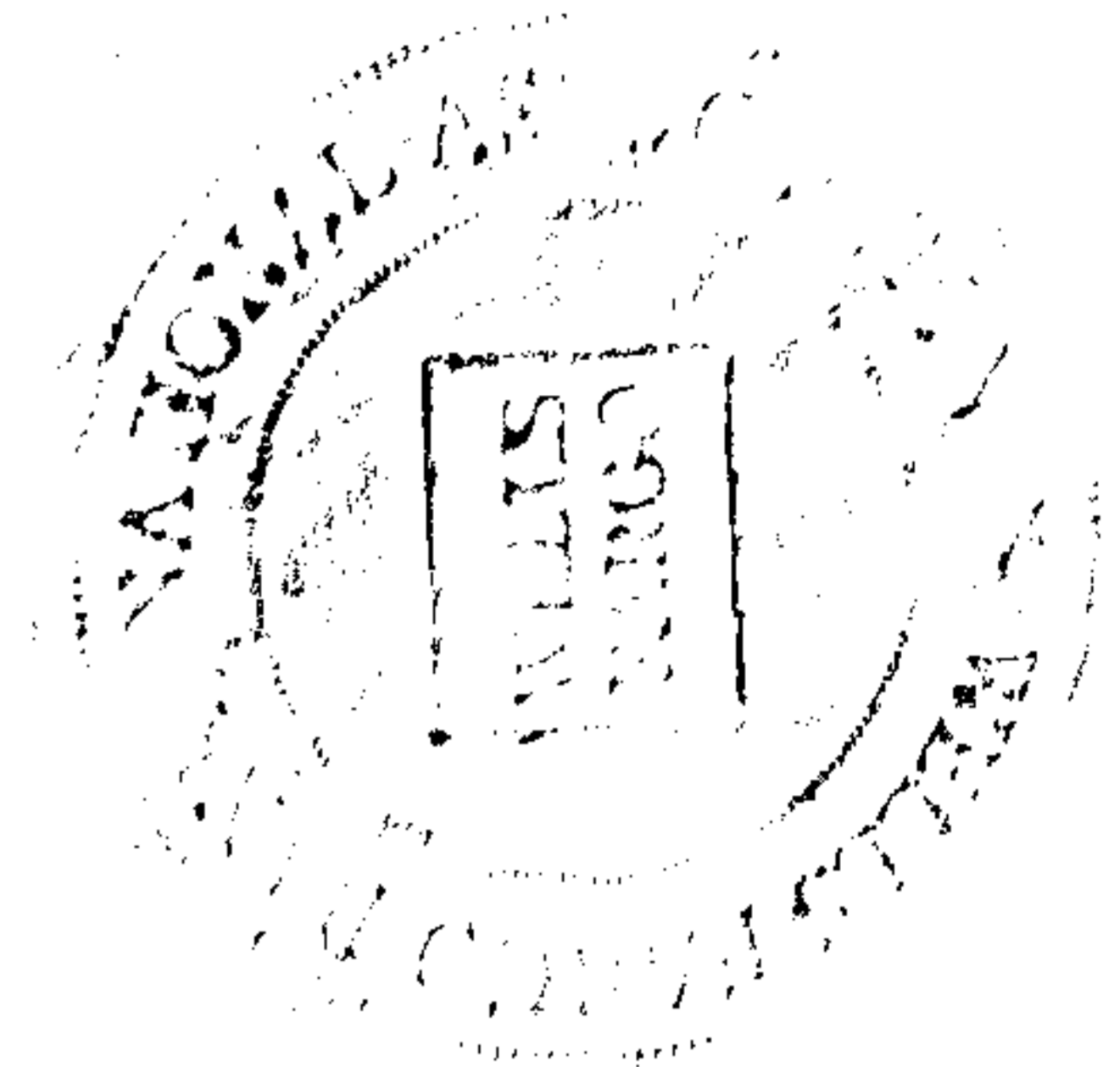
Wells Fargo Bank, N.A.

By [Signature]  
(Signature)

5/5/2011  
Date

Christopher L. Wheeler  
(Printed Name)

Officer  
(Title)



**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE Of Virginia )  
                                  )ss.  
COUNTY Of Roanoke )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 5 day of MAY, 2011, by Christopher L. Wheeler, as Officer 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.

[Signature] (Notary Public)



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal - City of Roanoke  
My commission expires 12/31/2011  
Susan F. Woods ID # 7134638



20110614000174790 4/4 \$22.00  
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EXHIBIT A

LEGAL DESCRIPTION

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 25A, ACCORDING TO AN AMENDED MAP OF A RESURVEY OF LOT 25, GREYSTONE, 4TH SECTOR, AS RECORDED IN MAP BOOK 19, PAGE 63, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH THE NON-EXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS AND HUGH DANIEL DRIVE, ALL AS MORE PARTICULARLY DESCRIBED IN THE GREYSTONE RESIDENTIAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS DATED NOVEMBER 6, 1990 AND RECORDED IN REAL 317, PAGE 260, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND ALL AMENDMENTS THERETO.

TAX ID NO: 03 8 28 0 001 006.014

PROPERTY COMMONLY KNOWN AS: 5116 GREYSTONE WAY, BIRMINGHAM, AL 35242



\*U01992838\*  
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