



20111213000376450 1/4 \$22.00
Shelby Cnty Judge of Probate, AL
12/13/2011 12:38:06 PM FILED/CERT

Tax Parcel Number: 10-5-15-0-005-030.000

Recording Requested By/Return To:

Wells Fargo Bank
Doc. Mgmt - MAC R4058-030
P.O. Box 50010
Roanoke, VA 24022

This Instrument Prepared by:

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

{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX0958-1998

Reference Number: 4386540210041860

**SUBORDINATION AGREEMENT FOR
OPEN-END MORTGAGE**

Effective Date: 11/28/2011

Owner(s): JOHN TOMBRELLO
CATHERINE TOMBRELLO

Current Lien Amount: \$117,000.00.

Senior Lender: BancorpSouth Bank

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: 2501 WILLOW BROOK CIR, BIRMINGHAM, AL 35242

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 TOMBRELLO, HUSBAND AND CATHERINE TOMBRELLO WIFE JOINT TENANTS WITH RIGHT OF SURVIVORSHIP (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

which document is dated the 27th day of February, 2006, which was filed in Document ID# 20060317000124320 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 JOHN TOMBRELLO and MARY C TOMBRELLO (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 \$182,500.00 (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

*Subordinated to Mortgage dated December 7, 2011
and recorded in: 20111213000376440*

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)

11/28/2011

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 29 day of Nov, 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.

Susan F. Woods (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

Exhibit A


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Reference Number: 719222065644397

Legal Description:

Lot 30, according to the Survey of Willowbrook, as recorded in Map Book 11, Page 48, in the Probate Office of Shelby County, Alabama.

Catherine Tombrello and Mary Catherine Tombrello are one and the same person.