

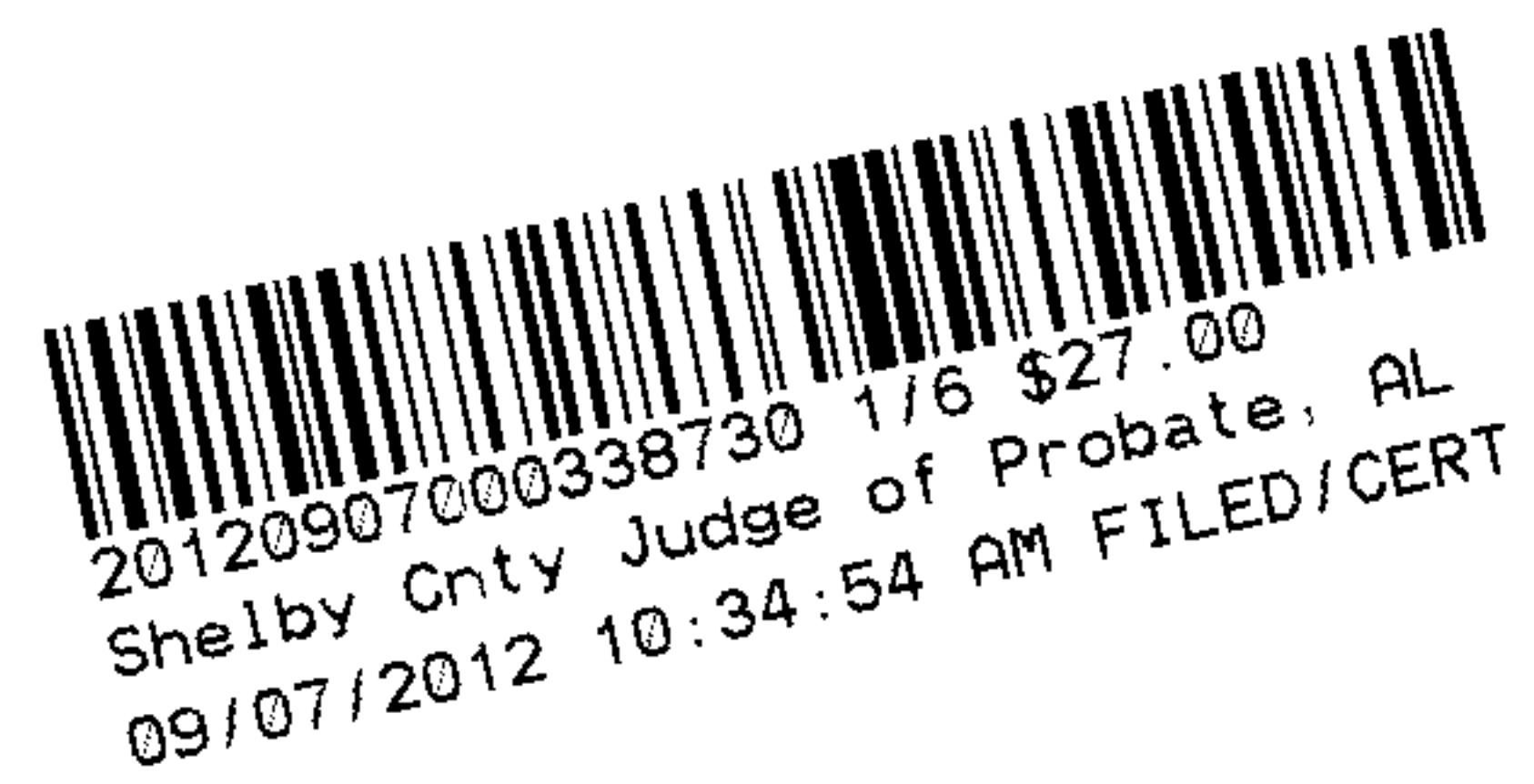
Tax Parcel Number: 10-2-03-0-003-053.000

Recording Requested By/Return To:

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

This Document Prepared By:

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



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Account Number: XXX-XXX-XXX2274-0001

Reference Number: 726106065051259

**SUBORDINATION AGREEMENT FOR MODIFICATION OF
MORTGAGE**

Effective Date: 8/14/2012

Owner(s):

Current Line of Credit Recorded Commitment \$112,150.00 being reduced to \$34,000.00.

Senior Lender: Wells Fargo Bank, N.A.

Subordinating Lender: Wells Fargo Bank, N.A. A Successor In Interest SouthTrust Mortgage 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.

Property Address: 3079 CROSSINGS DR, 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.

RAYMOND HILYER and SARA W HILYER, HUSBAND AND WIFE 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 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 31st day of May, 2002, which was filed in Instrument # 20020611000274130 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 RAYMOND G HILYER, SARA W HILYER (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 \$103,000.00 (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. Agreement to Change Credit Limit

The Subordinating Lender's agreement to subordinate is conditioned subject to the following:

Change in Line of Credit Agreement

The credit limit under the Line of Credit Agreement is hereby changed from \$112,150.00 to the new credit limit of \$34,000.00.

By signing this Agreement below, the Borrower(s) agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$112,150.00 to \$34,000.00.

By signing this Agreement below, the Owner(s) agrees to this change.

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.

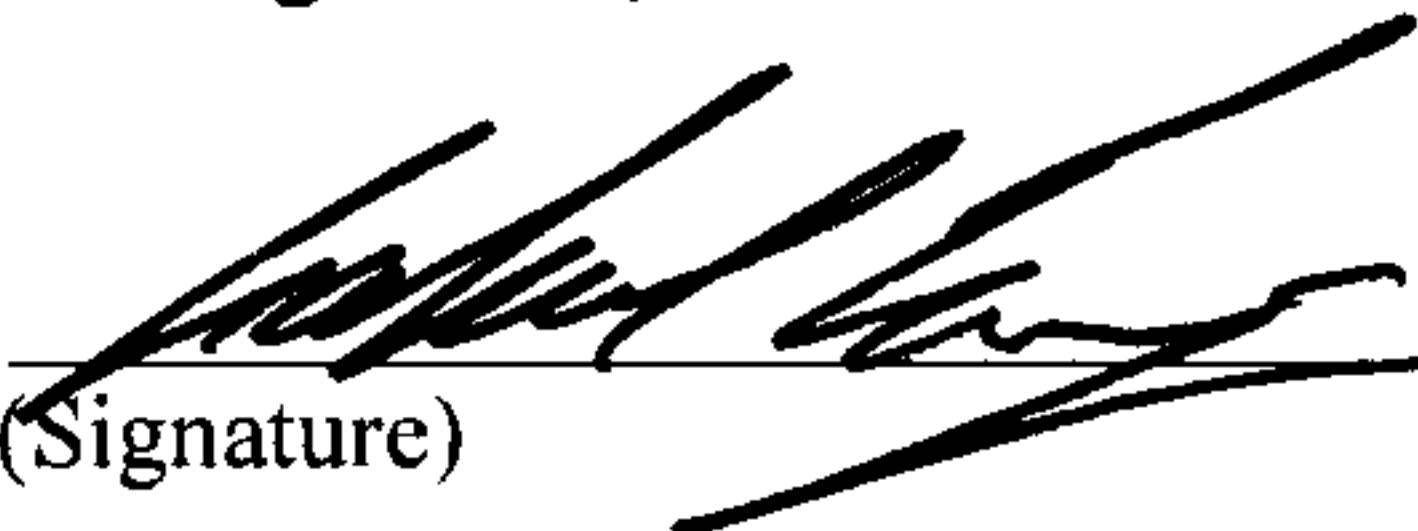
Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

D. Signatures and Acknowledgements

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

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By 
(Signature)

AUG 15 2012

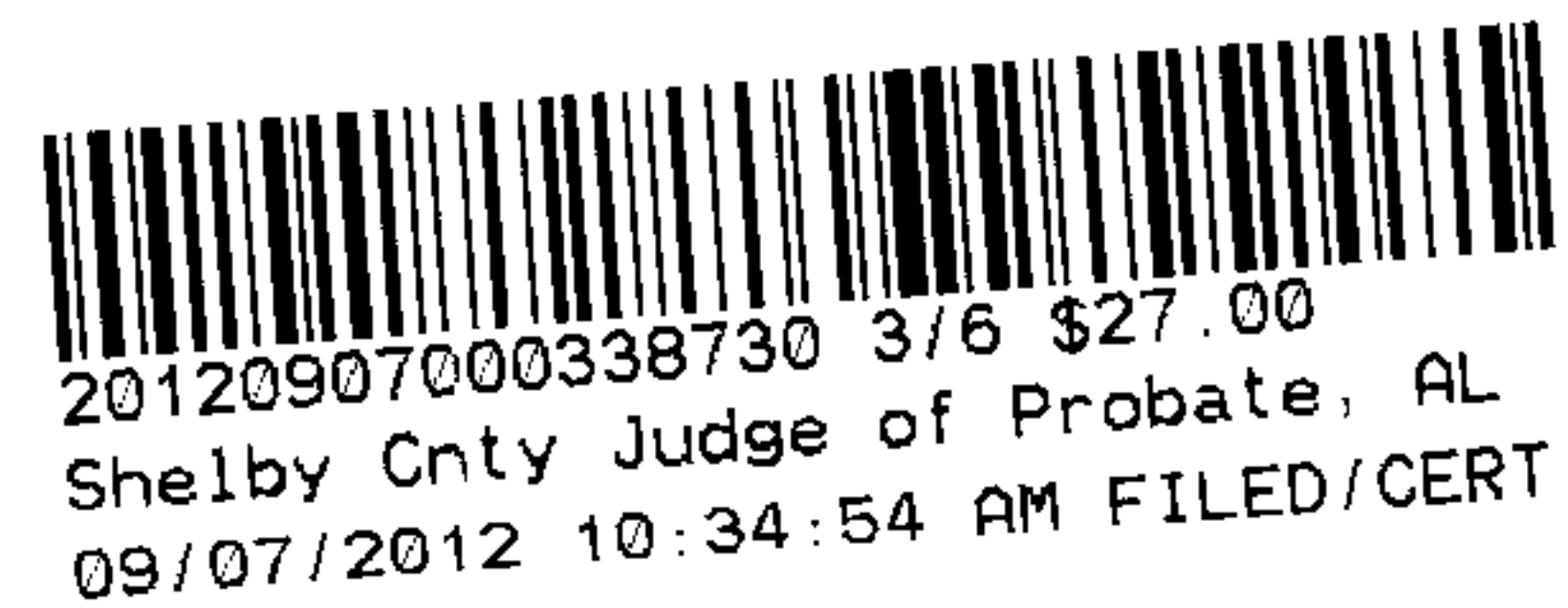
Date

Gabriel Georgescu
(Printed Name)


Customer Service Supervisor
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

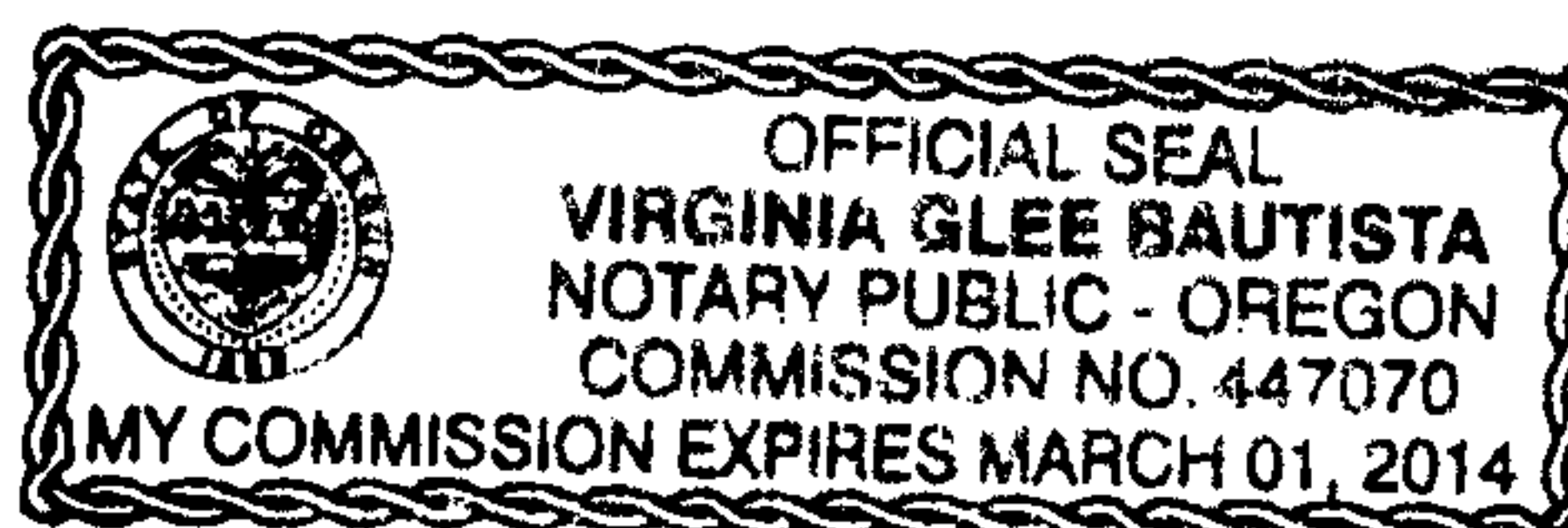
STATE OF Oregon)
)ss.
COUNTY OF Washington)



The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 15 day of Aug, 2012, by Gabriel Georgescu, as Customer Service Supervisor 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)

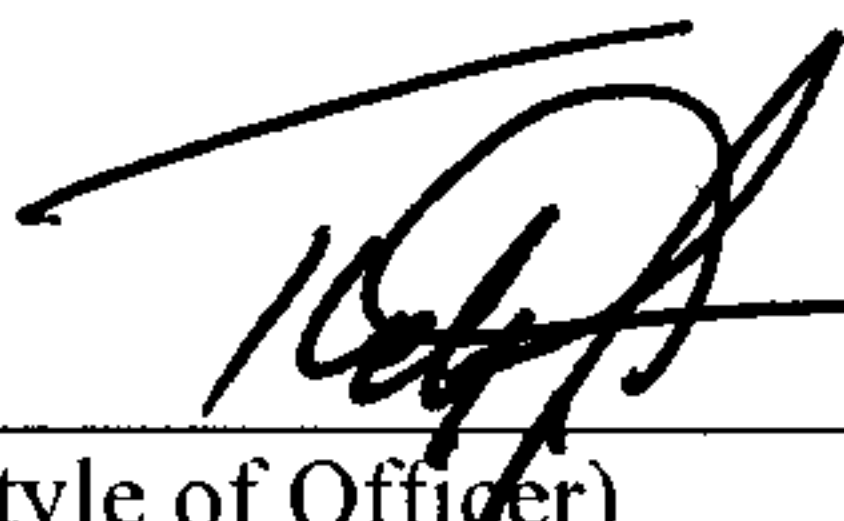
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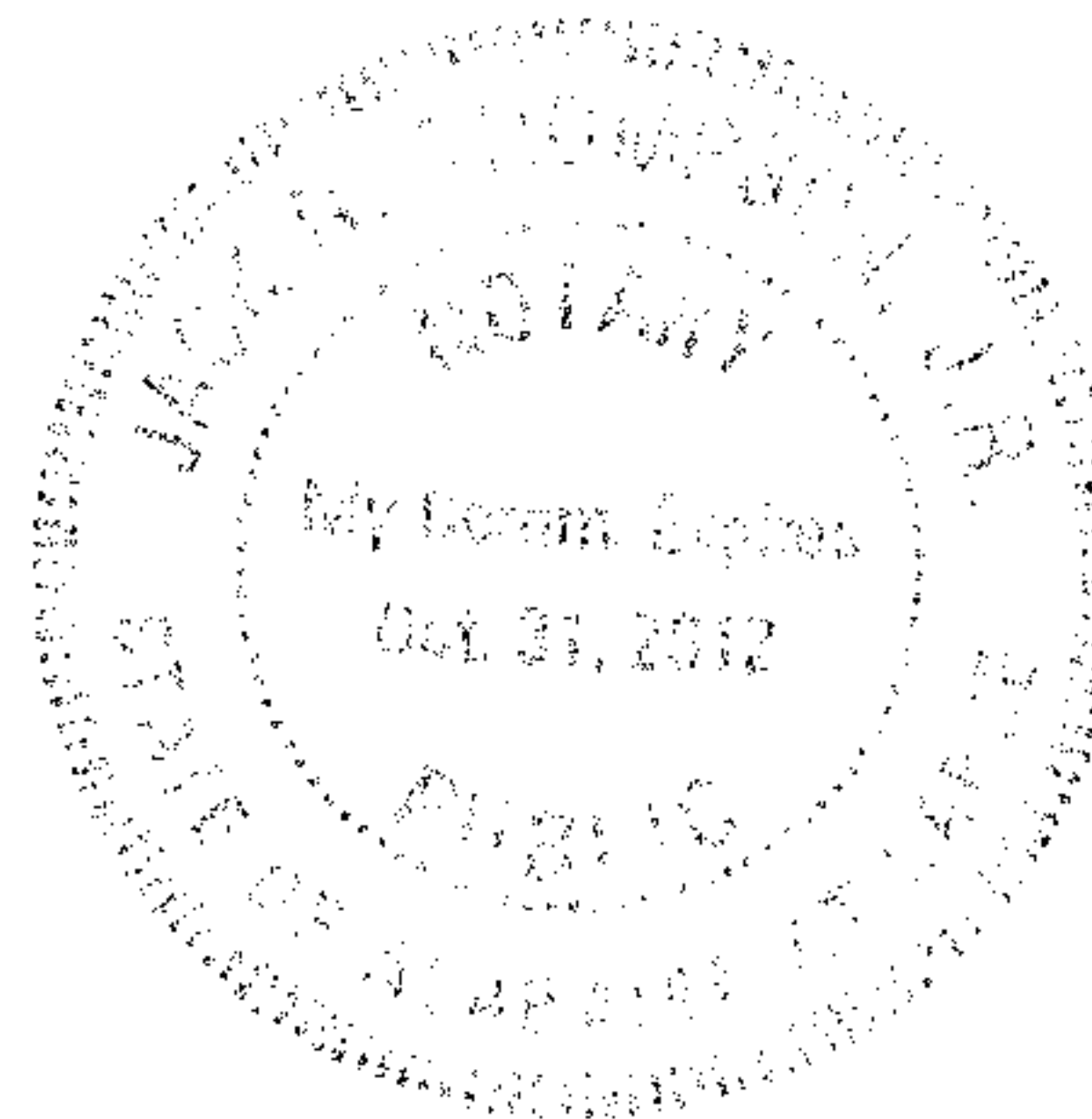
**For An Individual Acting in His/Her Own Right:
ACKNOWLEDGEMENT FOR INDIVIDUAL**


The State of ALABAMA }
JEFFERSON County }

I, THE UNDERSIGNED, hereby certify that RAYMOND G. HILYER
AND SARA W. HILYER whose name is signed to the foregoing conveyance, and who is known to me,
acknowledged before me on this day that, being informed of the contents of the conveyance, he/she executed the
same voluntarily on the day the same bears date. Given under my hand this 24th day of
August, 2012.



(Style of Officer)




20120907000338730 4/6 \$27.00
Shelby Cnty Judge of Probate, AL
09/07/2012 10:34:54 AM FILED/CERT

BORROWER(S): I received and read a completed copy of this Modification Agreement before I signed it. I agree to all its terms.

Raymond G Hilyer

(Signature) RAYMOND G HILYER

8-24-12

(Date)

Sara W Hilyer

(Signature) SARA W HILYER

8-24-12

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

OWNER(S): As a signer on the Security Instrument under the Line of Credit Agreement, the undersigned hereby acknowledges this Modification Agreement and agrees to its terms, and a receipt of a copy of the same.

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

(Signature)

(Date)

Exhibit A

Reference Number: 726106065051259

Legal Description:

Lot 53, according to the Survey of Caldwell Crossings, as recorded in Map Book 29, page 9, in the Office of the Judge of Probate of Shelby County, Alabama.

