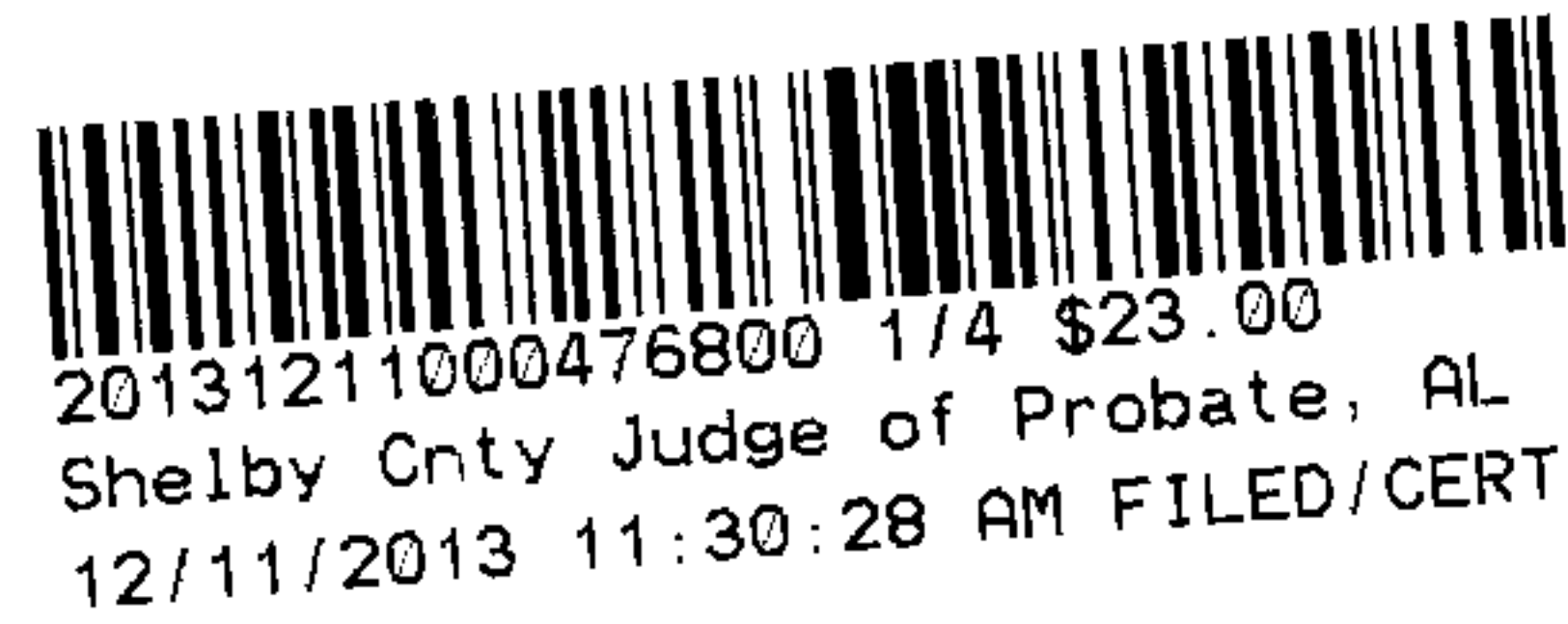


Tax Parcel Number: 238270000002092

Recording Requested By & Return To:
Chicago Title ServiceLink Division
4000 Industrial Blvd
Aliquippa, PA 15001

2750880

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



{Space Above This Line for Recording Data}

Account Number: XXX-XXX-XXX7263-0001

Reference Number: 325401000000969

**SUBORDINATION AGREEMENT FOR
MORTGAGE**

Effective Date: 10/14/2013

Owner(s): MICHAEL A PAOLILLO
 CAROL A PAOLILLO

Current Lien Amount: \$40,400.00.

Senior Lender: Citibank, N.A.

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: 150 GROVE HILL DR, ALABASTER, AL 35007

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.

MICHAEL A PAOLILLO AND WIFE, CAROL A PAOLILLO (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 28th day of March, 2005, which was filed in Document ID# 20050413000173330 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 MICHAEL A PAOLILLO and CAROL A PAOLILLO (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 \$93,348.00 (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.


20131211000476800 2/4 \$23.00
Shelby Cnty Judge of Probate, AL
12/11/2013 11:30:28 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]
(Signature)

10/14/13
Date

Shannon Johnson
(Printed Name)

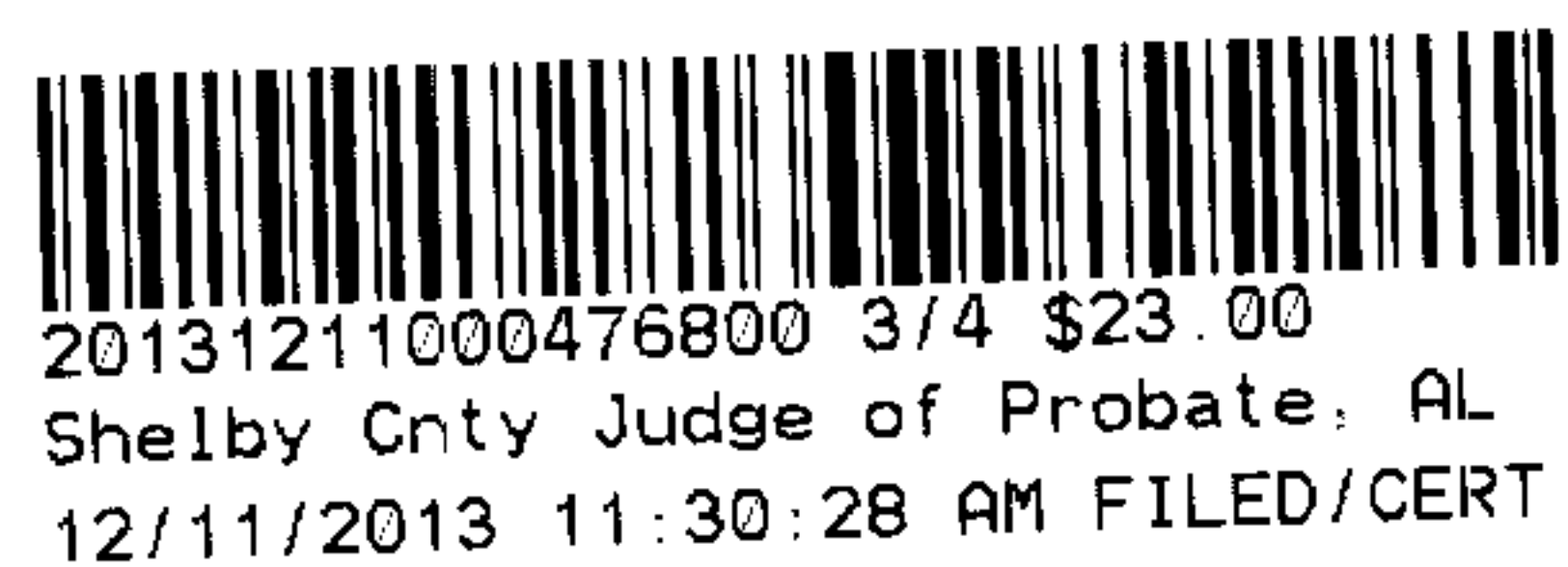
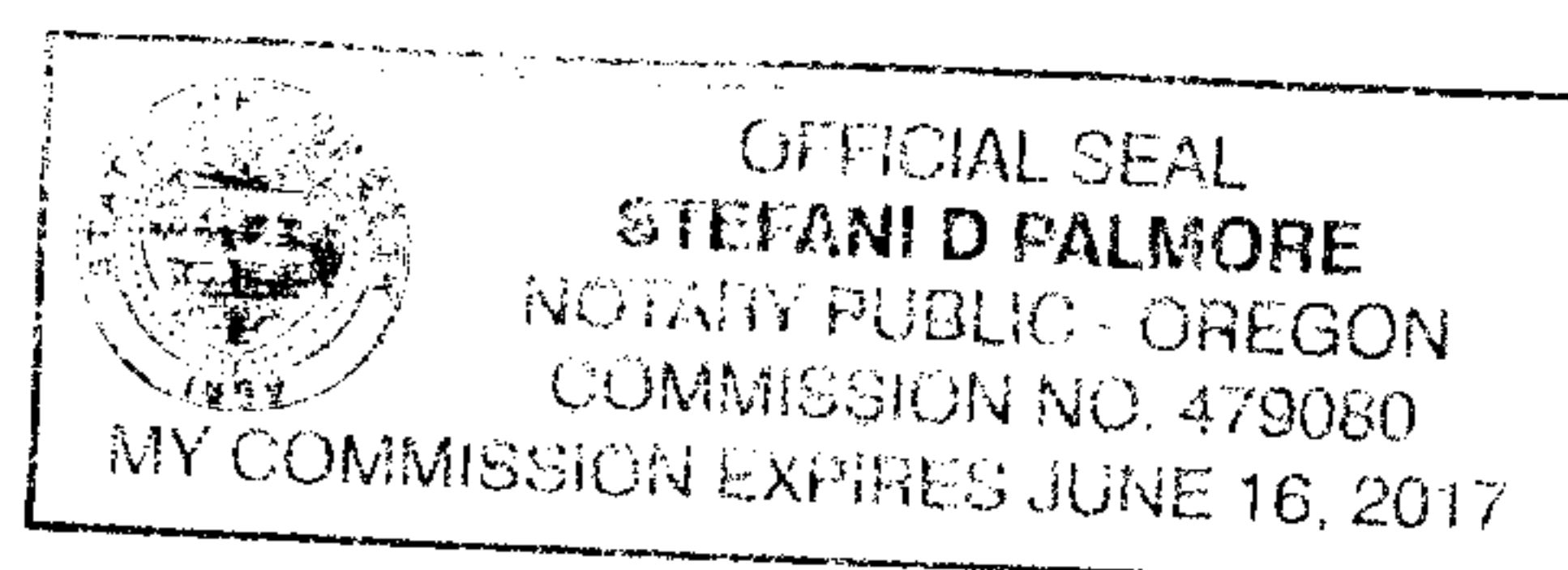
Vice President Loan Documentation
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Multnomah)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 14 day of October, 2013, by Shannon Johnson, as Vice President Loan Documentation 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)



LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA AND IS DESCRIBED AS FOLLOWS:

ALL THAT PARCEL OF LAND IN THE CITY OF ALABASTER, SHELBY COUNTY, STATE OF ALABAMA, ID# 238270000002092, BEING KNOWN AND DESIGNATED AS:

LOT 43 ACCORDING TO THE SURVEY OF PARK FOREST, SECTOR 7-PHASE 2, AS RECORDED IN MAP BOOK 19, PAGE 169, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

MORE COMMONLY KNOWN AS: 150 GROVE HILL DR, ALABASTER, AL 35007.

BY FEE SIMPLE DEED FROM CENDANT MOBILITY SERVICES CORPORATION, A DELAWARE CORPORATION, AS SET FORTH IN INST # 1999-20543 DATED 03/19/1999 AND RECORDED 05/14/1999, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

