

07-0271

## Subordination Agreement

Customer Name: James O. Jones and Valerie C. Jones a.k.a. Valeri C. Jones

THIS AGREEMENT is made and entered into on this 30<sup>th</sup> day of August, 2007, by Mutual Saving Credit Union (herein after referred to as "Mutual Savings Credit Union") in favor of HOMETOWN MORTGAGE SERVICES, INC., its successors and assigns (hereinafter referred to as the "Lender").

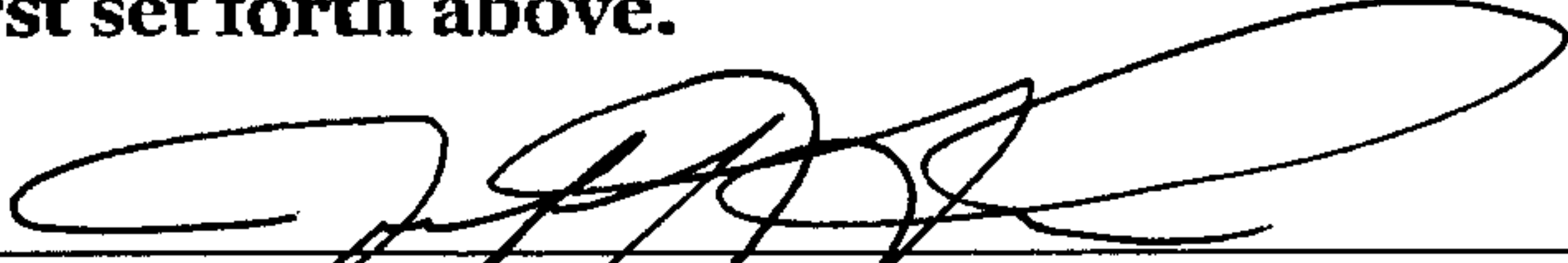
### RECITALS

Mutual Savings Credit Union loaned to James O. Jones and spouse Valerie C. Jones (the "Borrower", whether one or more) the sum of \$26,000.00. Such loan is evidenced by a note dated March 28, 2005, executed by Borrower(s) in favor of Mutual Savings Credit Union, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded May 12, 2005, in Instrument No. 20050512000228161, in Shelby County Alabama, (the "Mutual Savings Credit Union Mortgage"). Borrower has requested that lender lend to it the sum of \$139,000.00, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Mutual Savings Credit Union execute this instrument.

### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Mutual Savings Credit Union agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Mutual Savings Credit Union in the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of and other future advances. Mutual Savings Credit Union hereby agrees to subordinate its note, mortgage and lien to Hometown Mortgage Services, Inc., its successors and/or assigns.

IN WITNESS WHEREOF, Mutual Savings Credit Union has caused this instrument to be executed by its duly authorized office on the day and date first set forth above.

  
\_\_\_\_\_  
Mutual Savings Credit Union  
By: Jeff Graham  
Its: Director of Lending Services



20070906000419000 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
09/06/2007 12:17:36PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Jefferson

I, April Nicole Davis, a Notary Public, in  
and for said County in said State, hereby certify that Jeff Graham, whose  
name(s) is/are signed as Director of Lending Services for Mutual Savings  
Credit Union to the foregoing Subordination Agreement, and who is/are  
known to me, acknowledged before me on this day that, being informed on  
the contents of the Subordination Agreement, he/she/they executed the  
same voluntarily on the day the same bears date.

Given under my hand this 30<sup>th</sup> day of August, 2007.

April Nicole Davis

Notary Public

My Commission Expires: 4/12/2011

This Instrument Prepared By:

Bryan Gregg

684 Bowen Road

Ashland, Alabama 36251

