

SUBORDINATION AGREEMENT

This Agreement made this date by and between Mutual Savings Credit Union (herein called First Party), and Charter One Mortgage Corp. (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Inst #2003-40269 and executed by David M. Seales and Joy M. Seales, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 2701, according to the Survey of Weatherly Highlands Club Drive, Sector 27, as recorded in Map Book 27, page 98, in the Probate Office of Shelby County, Alabama.

Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Mutual Savings Credit Union, consents and agrees that the lien of its mortgage recorded in Inst.#2003-40269 shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$185,000.00 being made by the Second Party, Charter One Mortgage Corp., which mortgage is recorded in Instr# 20040609000311400 in the said Probate Office.

Done this 3 day of June, 2004.

Mutual Savings Credit Union

BY: [Signature]

Director of Real Estate

STATE OF ALABAMA
COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Samuel P Clements, whose name as Director of Real Estate, of Mutual Savings Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, ____, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the 3rd day of June, 2004.

[Signature]
Notary Public

EXP 4/23/2008