

SUBORDINATION AGREEMENT

2009063

This Subordination Agreement, made the 22th day of January 2009 between SUPERIOR BANK ("Requestor"), and Mutual Savings Credit Union("Lender")

Witnesseth:

Whereas, **DENISE M. COON AND SPOUSE RICHARD W. COON** ("Borrowers") and **MUTUAL SAVINGS CREDIT UNION** ("Credit Union") are the parties to that certain Interest Only Adjustable Rate Line of Credit Agreement ("Credit Agreement") with a maximum loan amount/credit limit of \$40,000.00 between the parties, dated November 29, 2005, and secured by a mortgage recorded in the Judge of Probate's Office for SHELBY County, Alabama in INSTRUMENT 20051208000635220 on the following described property:

Lot 2 in Block 14 according to the survey of Broken Bow South, as recorded in Map Book 11 Page 82 in the Probate Office of Shelby County, Alabama;

**Also a parcel of land located in the SW1/4 of the SE1/4 of Section 12, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:
Commence at the Southwest corner of Lot 2, Block 14 of Broken Bow South, as recorded in map book 11 Page 82 in the office of the Judge of Probate of Shelby County, Alabama, also being the POINT OF BEGINNING; thence run Easterly along the Southern line of said Lot 2 Block 14 a distance of 120.11 feet to the Southeast corner of said lot; thence right 87 degrees 47 minutes 47 seconds southerly along the prolongation of the east line of Lot 2 a distance of 5.14 feet; thence right 92 degrees 12 minutes 14 seconds and parallel to the south line of Lot 2 a distance of 120.11 feet; thence right 87 degrees 48 minutes 03 seconds a distance of 5.13 feet North along the prolongation of the West line of Lot 2 to the point of beginning.**

with a property address of: **4816 KEITH DRIVE, BIRMINGHAM, AL** particularly described therein ("The Premises") and,

Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum not to exceed **\$160,000.00** dollars and interest, covering the Premises and

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Whereas, REQUESTER accepted said mortgage believing the mortgages held by Mutual Savings Credit Union would be subordinated in the Manner hereinafter mentioned;

Now therefore, in consideration of \$1.00 and other good and valuable consideration paid to Mutual Savings Credit Union receipt of which is hereby acknowledge, the Lender hereby covenants and agrees with REQUESTER that said mortgages held by Mutual Savings Credit Union shall be subject and subordinate in lien to the lien of a Mortgage not to exceed **\$160,000.00** dollars and the interest thereon delivered to REQUESTER.

This agreement may not be changed or terminated orally. This Agreement shall bind and endure to the benefit of the parties hereto, their respective heirs, representatives, successors and assigns.

The Lender has duly executed this Agreement on January 22, 2009.

MUTUAL SAVINGS CREDIT UNION


JEFF GRAHAM, DIRECTOR LENDING SERVICE

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, Samuel Clements, whose name as Senior Vice President 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, he, 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, on January 22, 2009.


Notary Public

My Commission Expires: **8-24-2012**

THIS INSTRUMENT WAS PREPARED BY: LINDA REINHARDSEN
MUTUAL SAVINGS CREDIT UNION
P.O. BOX 362045
HOOVER, AL 35236-2045

