
20090824000325040 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
08/24/2009 01:17:02 PM FILED/CERT

Subordination Agreement

Recording requested by: LSI
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2550 N Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 ext. 5011
CRS #: 5341321

SUBORDINATION AGREEMENT

This Subordination Agreement, made the 11th day of February 2009 between WELLS FARGO BANK, NA ("Requestor"), and Mutual Savings Credit Union ("Lender")

Witnesseth:

Whereas, the Lender now owns and holds the following mortgages and the Bond or Note secured thereby Mortgage Dated: JUNE 27, 2006 made by: ROBERT N. GARDNER AND SPOUSE LEAH G. GARNDER to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$20,100.00 and recorded JULY 12, 2006 in Instrument # 20060712000336590 in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

& PLEASE SEE exhibit A

LOT 42, ACCORDING TO THE SURVEY OF MEADOWRIDGE, AS RECORDED IN MAP BOOK 11, PAGE 40 A&B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

with a property address of: 2536 WESTMINSTER CIRCLE, BIRMINGHAM, AL 35242 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 \$276,863.00 dollars and interest, covering the Premises and

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 \$276,863.00 dollars and the interest thereon delivered to REQUESTER. *D.D. 3-24-2009 recorded on 4-08-2009, Instrument 20090408 000130470*

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 the date the 11TH DAY OF February 2009.

MUTUAL SAVINGS CREDIT UNION

[Signature]
JEFF GRAHAM-DIRECTOR OF LENDING SERVICES

STATE OF ALABAMA
JEFFERSON COUNTY

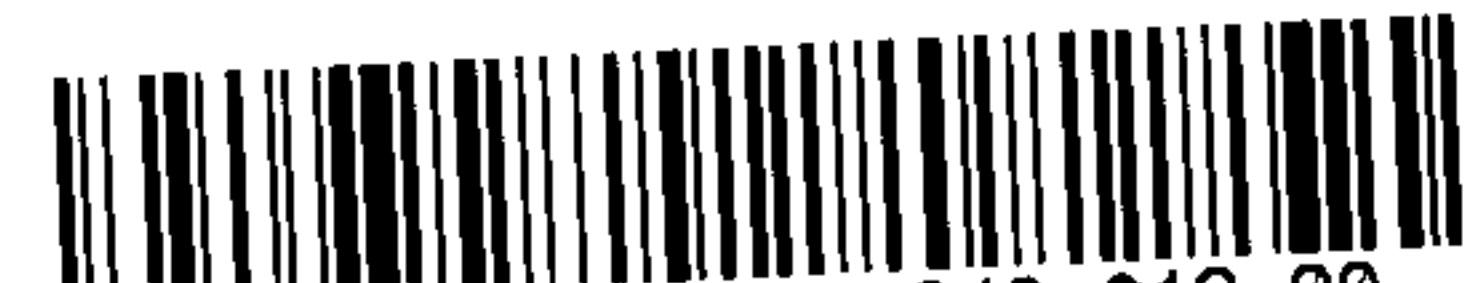
I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, JEFF GRAHAM, whose name as DIRECTOR OF LENDING SERVICES of Mutual Savings Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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, this the 11TH DAY OF FEBRUARY 2009.

[Signature]
Sherry W. White Notary Public
My Commission Expires: *3-14-12*

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




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Order ID: 5341321
Loan No.: 0101072619

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

County of Shelby, State of Alabama,

Lot 42, according to the Survey of MeadowRidge, as recorded in Map Book 11, Page 40 A & B, in the
Office of the Judge of Probate of Shelby County, Alabama

Assessor's Parcel Number: 10-1-11-0-007-042.000