



20100107000006720 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/07/2010 12:58:28 PM FILED/CERT

Subordination Agreement

Recording Requested by: LSI
When Recorded Mail to:
Attn: Custom Recording Solutions
2550 N. Red Hill Ave.
Santa Ana, CA 92705
800-756-3524

CRS # 7364400

SUBORDINATION AGREEMENT

AL - 7364450

This Subordination Agreement, made November 20, 2009 between WELLS FARGO BANK N.A. ("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. GARDNER 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 Shelby County Judge of Probate, Shelby County, Alabama covering legal description: - married

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.

* PLEASE SEE exhibit A *

And, whereas, Borrowers have requested that Credit Union subordinate the herein referenced Mortgage to a subsequent Mortgage;

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 \$275,779.11 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;

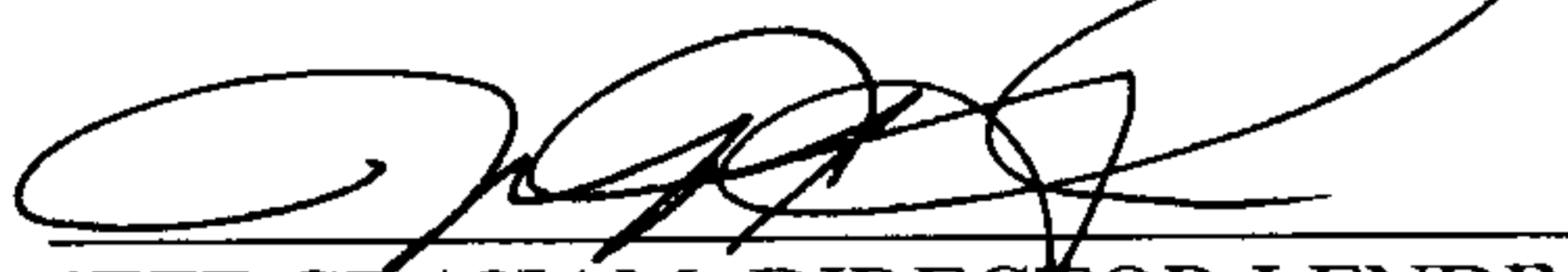
Now therefore, in consideration of \$1.00 and other good and valuable consideration paid to Mutual Savings Credit Union receipt of which is hereby acknowledge, the Lender hereby covenants and agrees with REQUESTER that said mortgages held by Mutual Savings Credit Union shall be subject and subordinate in lien to the lien of a Mortgage NOT to exceed \$275,779.11 dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$275,779.11 THIS SUBORDINATION AGREEMENT IS NULL AND VOID.

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 November 20, 2009.

MUTUAL SAVINGS CREDIT UNION

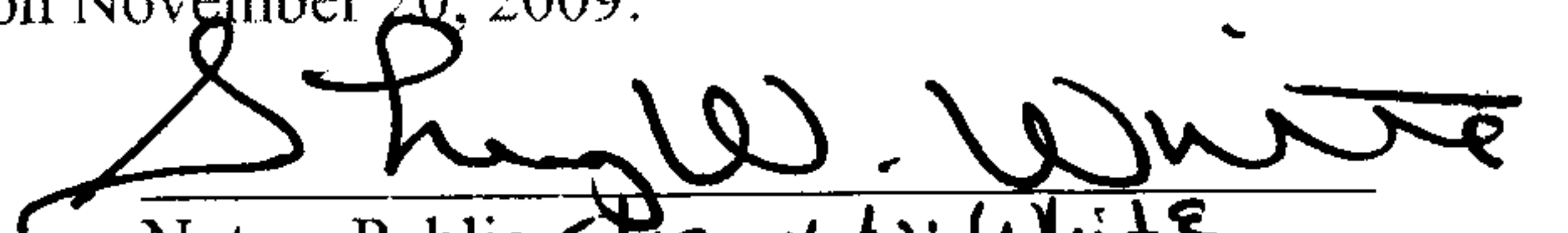


JEFF GRAHAM, DIRECTOR LENDING SERVICE

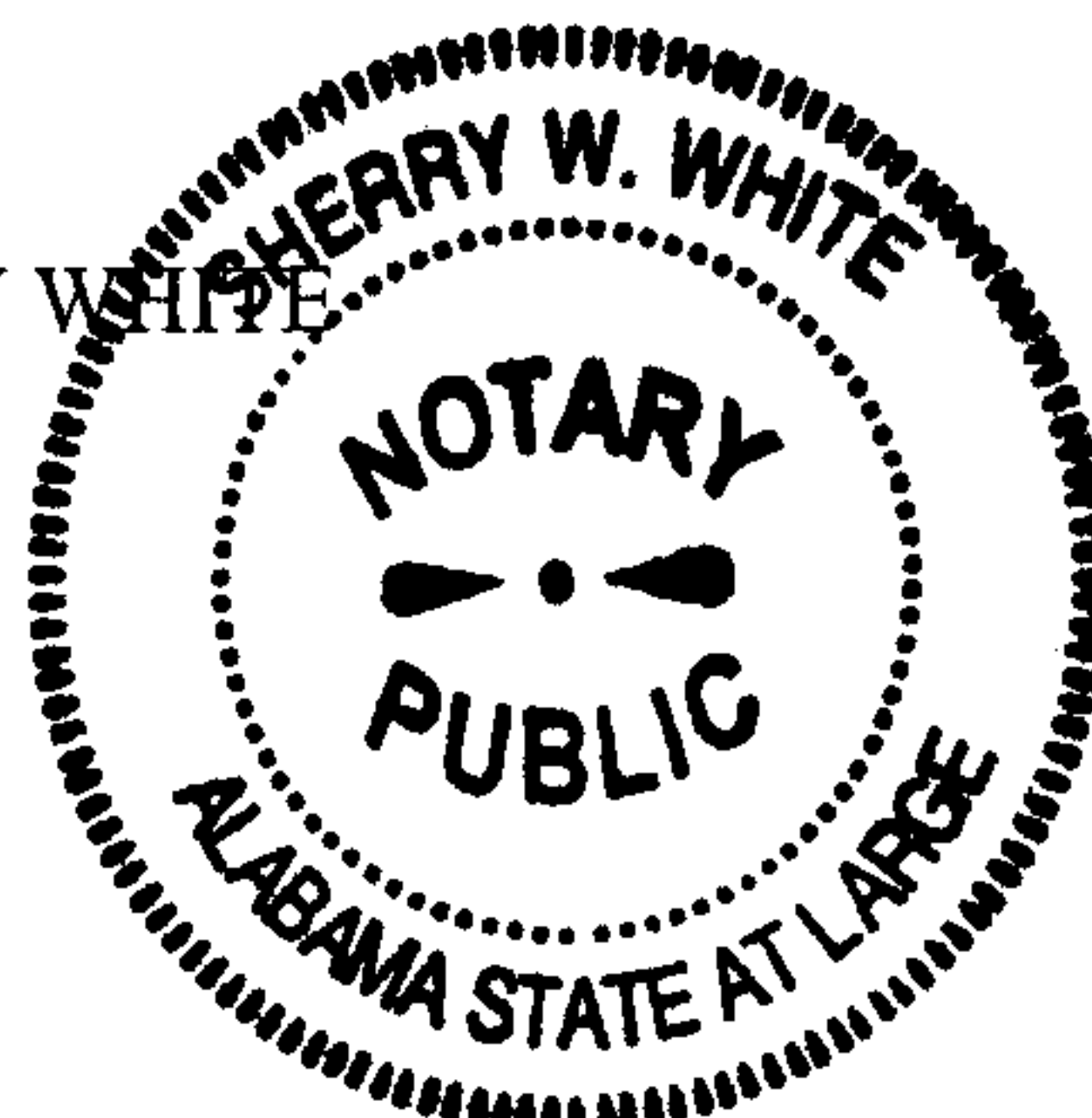
STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, 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, on November 20, 2009.


Notary Public Sherry W. White
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





20100107000006720 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/07/2010 12:58:28 PM FILED/CERT

Order ID: 7364400

Loan No.: 0116618091

EXHIBIT A LEGAL DESCRIPTION

The following described property:

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

Assessor's Parcel Number: 101110007042000