

  
20100107000007050 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
01/07/2010 02:25:16 PM FILED/CERT

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## Subordination Agreement

20100107000007050 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
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## SUBORDINATION AGREEMENT

7205270 (149) -AL

This Subordination Agreement, made November 12, 2009 between WELLS FARGO ("Requestor"), and Mutual Savings Credit Union ("Lender")

Witnesseth:

Whereas, **MARIA BROWN-BINNS** a single person ("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 \$58,000.00 between the parties, dated JULY 12, 2007, and secured by a mortgage recorded on JULY 26, 2007 in the Judge of Probate's Office for SHELBY County, Alabama in INST# 20070726000347900 on the following described property:

**LOT 61, ACCORDING TO THE SURVEY OF LACEY'S GROVE, PHASE I, AS RECORDED IN MAP BOOK 35, PAGE 137, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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

with a property address of: **408 HEATHERSAGE ROAD-MAYLENE , AL 35114** 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 **\$171,639.00** 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 **\$171,639.00** dollars and the interest thereon delivered to REQUESTER.

*Dated December 04, 2009*

**IF FIRST MORTGAGE EXCEEDS \$161,739.00 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 12, 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 12, 2009.

  
Notary Public My Commission Expires: 8-31-2012

*Linda A. Reinhardsen*

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

