

20100108000007900 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
01/08/2010 12:13:32 PM FILED/CERT

SUBORDINATION AGREEMENT

AL - 7389001
Witnesseth:

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

Whereas, **TRACEY L. MERCER AND Spouse, ROBERT E. MERCER** ("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 \$37,900.00 between the parties, dated July 28, 2005, and secured by a mortgage recorded on August 2, 2005 in the Judge of Probate's Office for Shelby County, Alabama in **Inst# 20050802000388380** on the following described property:

LOT 5, ACCORDING TO THE SURVEY OF ROYAL OAKS 8TH SECTOR, AS RECORDED IN MAP BOOK 24, PAGE 113, IN THE OFFICE OF THE JUDGE OF PROBATE 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: **191 CHASE DRIVE PELHAM, AL 35124** 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 **\$286,705.00** 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;

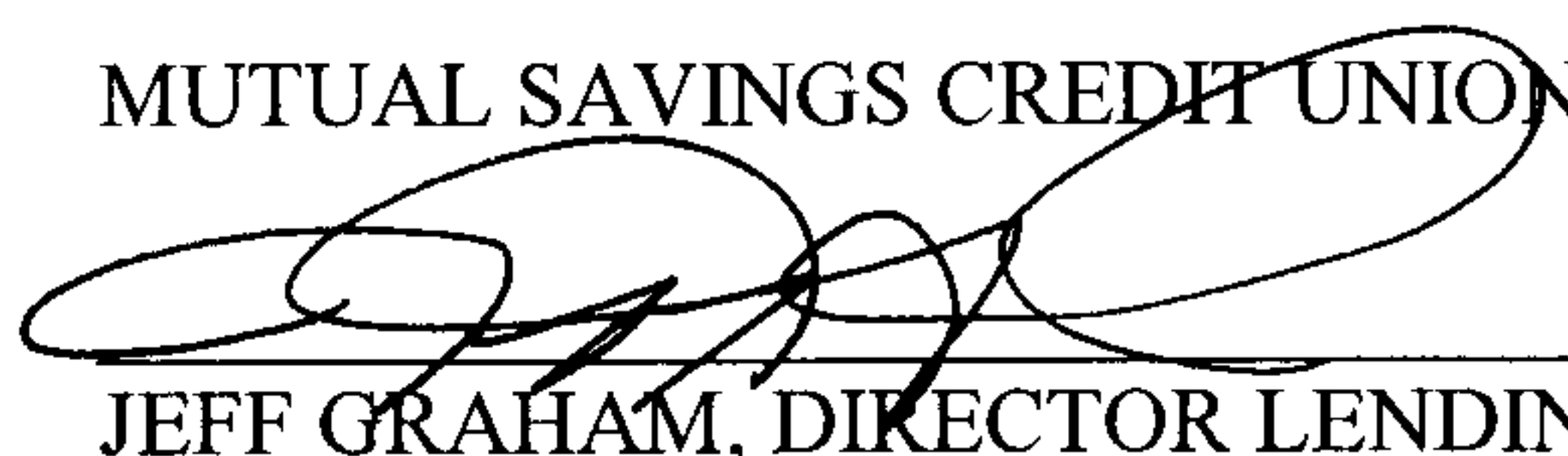
Now therefore, in consideration of \$1.00 and other good and valuable consideration paid to Mutual Savings Credit Union receipt of which is hereby acknowledge, the Lender hereby covenants and agrees with REQUESTER that said mortgages held by Mutual Savings Credit Union shall be subject and subordinate in lien to the lien of a Mortgage not to exceed **\$286,705.00** dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$286,705.00 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

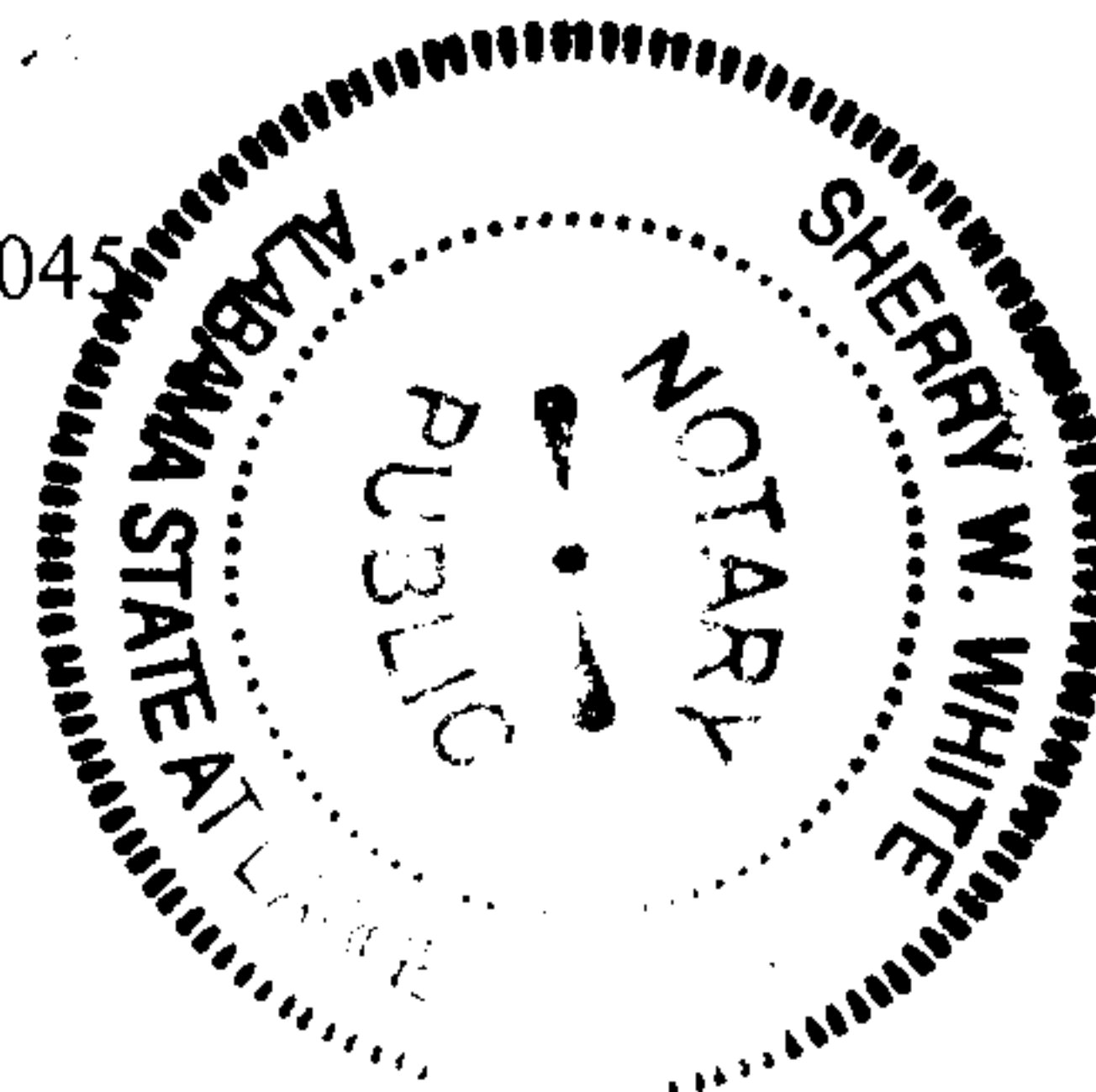
STATE OF ALABAMA
JEFFERSON COUNTY

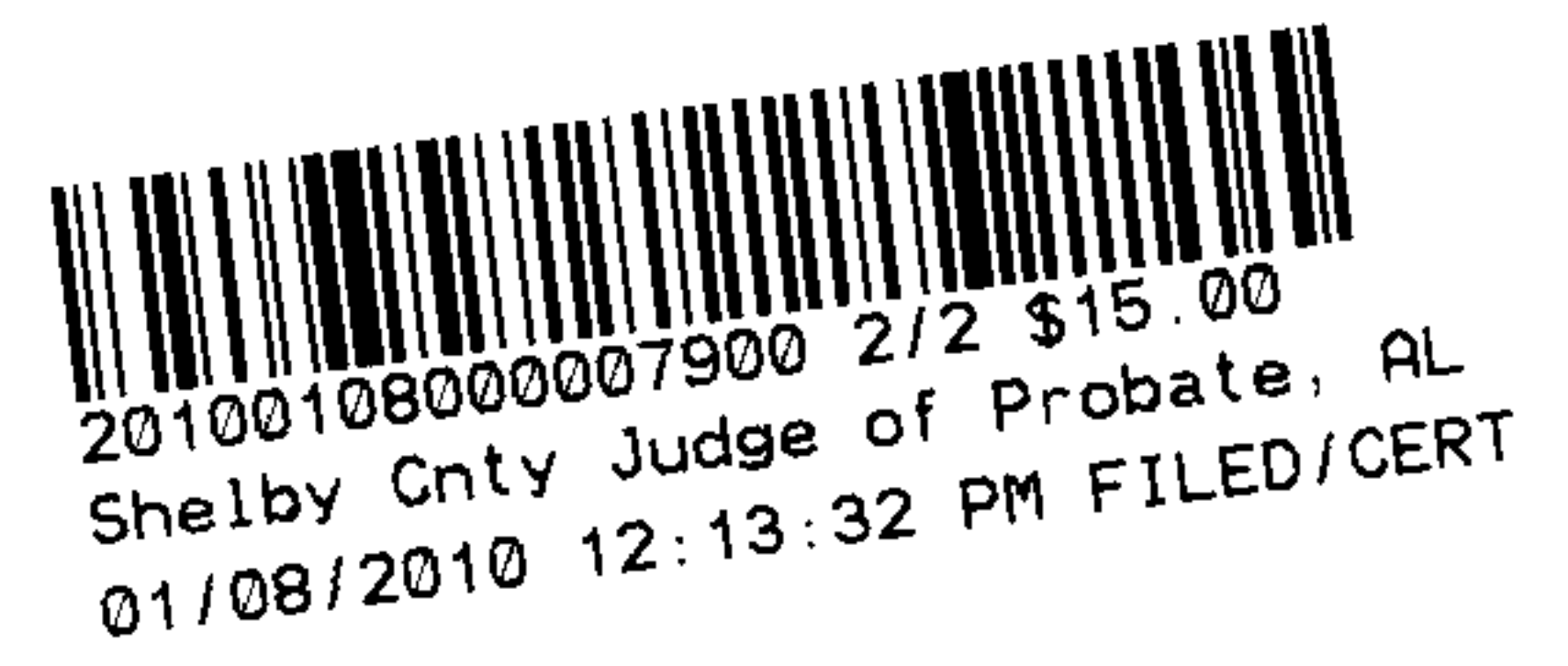
I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, Jeff Graham, whose name as Director of Lending Services of Mutual Savings Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, 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 3-14-12

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





Order ID: 7389001

Loan No.: 0145866364

0116626243

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 5 according to the Survey of Royal Oaks 8th Sector as recorded in Map Book 24, Page 113,
Shelby County, Alabama Records.

Assessor's Parcel Number: 13 1 02 0 001 004.054