


20100217000046820 1/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/17/2010 12:51:01 PM FILED/CERT

Subordination Agreement

Recording Requested by: LSI

When recorded return to:

Custom Recording Solutions

2550 N. Red Hill Ave.

Santa Ana, CA 92705

(800) 756-3524 ext. 5011

CRS# 6862463

Prepared By:

Mutual Savings Credit Union

2040 Valleydale Road

Hoover, AL 35244

SUBORDINATION AGREEMENT

6862463 (185)

This Subordination Agreement, made December 14, 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: October 24, 2007 made by: KEVIN L. MORRIS AND SPOUSE KATIE E. MORRIS* to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$41,000.00 and recorded October 30, 2007 in Instrument #20071030000502010 in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

*Husband & Wife

LOT 388, ACCORDING TO THE MAP AND SURVEY OF WEATHERLY BELVEDERE SECTOR 23, AS RECORDED IN MAP BOOK 21, PAGE 16, 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: 164 BELVEDERE PLACE, ALABASTER, AL 35007 particularly described therein ("The Premises") and,

APN: 149313003019000

Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum NOT to exceed \$121,246.00* dollars and interest, covering the Premises and

Dec: 8.10.09 Inst #: 2009 0810000306540

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 \$121,246.00 dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$121,246.00 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 December 14, 2009.

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MUTUAL SAVINGS CREDIT UNION

JEFF GRAHAM, ASST VP OF 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 Assistant VP 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 December 14, 2009.

Sherry W. White
Notary Public My Commission Expires: 3-14-12
Sherry W. White

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

