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Order# 7827001


20100303000062540 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
03/03/2010 01:47:06 PM FILED/CERT

SUBORDINATION AGREEMENT



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SUBORDINATION AGREEMENT

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This Subordination Agreement, made January 13, 2010 between WELLS FARGO ("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 18,2007 made by: TRAVIS L. MCGRUFF and spouse, JENNIFER B. MCGRUFF to MUTUAL SAVINGS CREDIT UNION, in the principal sum of **\$64,975.00** and recorded JUNE 29, 2007 in Inst:20070629000306490 in the Office of SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

LOT 54, ACCORDING TO THE SURVEY OF SILVER LEAF, PHASE I, AS RECORDED IN MAP BOOK 24, PAGE 16, 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: **121 SILVERLEAF 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 **\$190,948.00** 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 **\$190,948.00** dollars and the interest thereon delivered to REQUESTER. * please record concurrently with Deed of trust.

IF FIRST MORTGAGE EXCEEDS \$190,948.00 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 January 13, 2010.

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 January 13, 2010

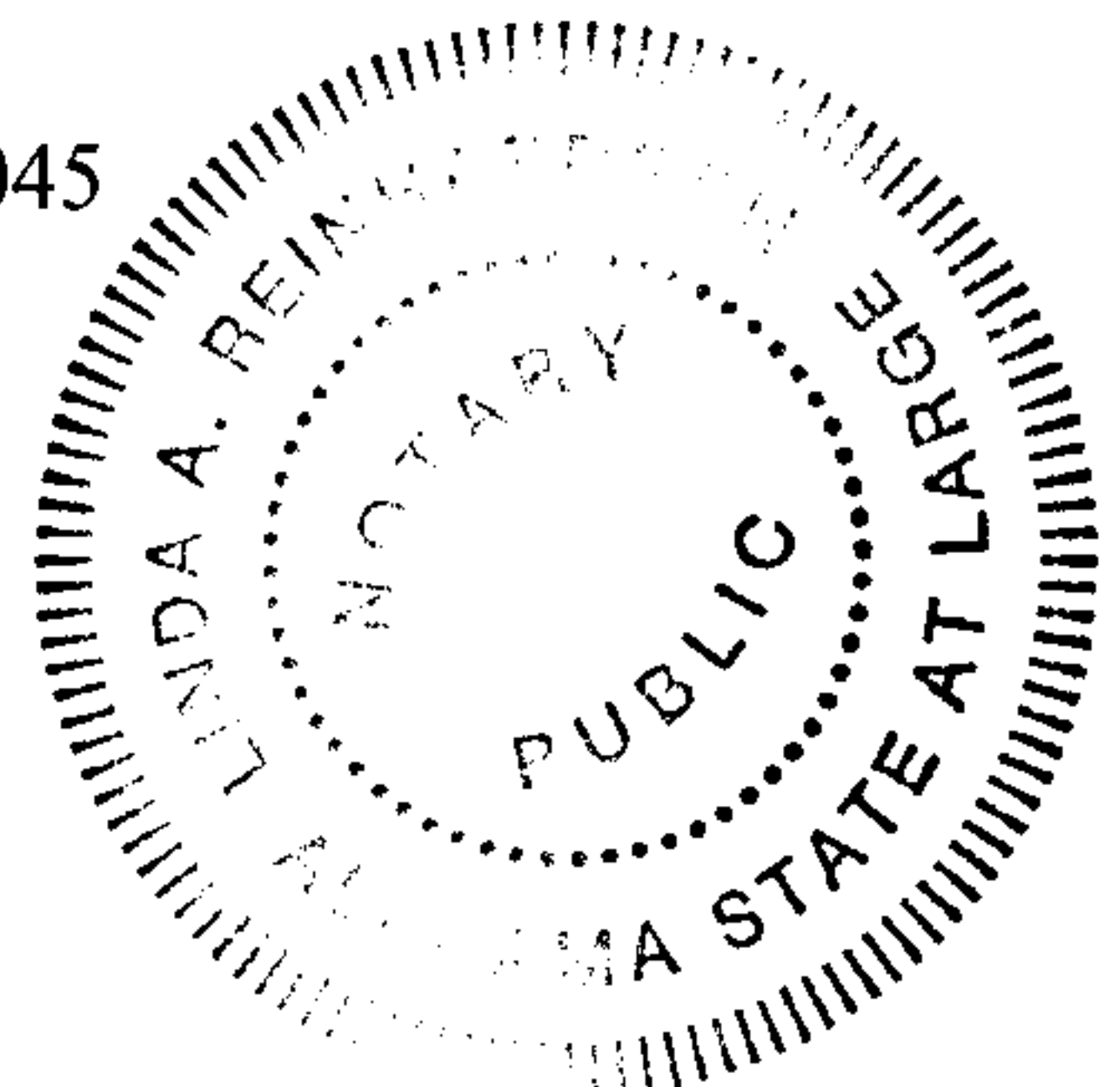
Notary Public

My Commission Expires:

8-31-2012

Linda A. Reinhardtsen

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





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Order ID: 7827001
Loan No.: 0118900653

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 54, according to the Survey of Silver Leaf, Phase I, as recorded in Map Book 24, Page 16, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 144184001011022