20100407000105450 1/2 \$15.00 Shelby Cnty Judge of Probate, AL 04/07/2010 01:43:47 PM FILED/CERT

Prepared By: Linda Reinhardsen

Mutual Savings Credit Union

P.O. Box 362045

Hoover, AL 35236-2045

Recording requested by: LSI When recorded return to:

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Santa Ana, CA 92705 800-756-3524 ext. 5011

CRS#: 7833260

**APN:** 13 6 23 4 007 004.000

## SUBORDINATION AGREEMENT

## SUBORDINATION AGREEMENT 0087454898 193

AL-7833260

This Subordination Agreement, made January 13, 2010 between WELLS FARGO ("Requestor"), and Mutual Savings Credit Union("Lender")

## Witnesseth:

Whereas, ADAM C. REEVES, 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 \$42,000.00 between the parties, dated April 30, 2008, and secured by a mortgage recorded on May 6, 2008 in the Judge of Probate's Office for Shelby County, Alabama in Instru¢tment # 20080506000185390 on the following described property:

LOT 104, ACCORDING TO THE SURVEY OF RIDGE AT STONEHAVEN, PHASE 1, AS RECORDED IN MAP BOOK 25, PAGE 118, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA. APN: 13 6 23 4 007 004,000

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

with a property address of: 120 HEATHER LANE, 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 \$125,040.00 dollars and interest, covering the Premises and \* Dated March 31,2010 \*\* Please record concurrently with Mortgage

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 \$125,040.00 dollars and the interest thereon delivered to REQUESTER.

## IF FIRST MORTGAGE EXCEEDS \$125,040.00 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 February 10, 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 February 10, 2010.

Iblic My Commission Expires: 8/31/2012 Linda A. Reinhardsen

MUTUAL SAVINGS CREDIT UNION – P.O. BOX 362045 - HOOVER, AL 35236-2045