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Order #8527161



20100624000201140 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
06/24/2010 01:25:06 PM FILED/CERT

Subordination Agreement

20100624000201140 2/3 \$18.00
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SUBORDINATION AGREEMENT

8527161

This Subordination Agreement, made May 6, 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: May 30, 2007 made by: **ROBERT R. REED** A SINGLE PERSON (ROBERT R. REED AND ROBERT R. REED III are one in the same person) to MUTUAL SAVINGS CREDIT UNION, in the principal sum of **\$46,250.00** and recorded JUNE 20, 2007 in INSTRUMENT **20070620000289370** in the Office of SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

LOT 80, ACCORDING TO THE SURVEY OF DAVENPORT'S ADDITION TO RIVERCHASE WEST, SECTOR 3, AS RECORDED IN MAP BOOK 8, PAGE 53 A, B & C, 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: **1919 MOUNTAIN LAUREL LANE – BIRMINGHAM, AL 35244** 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 **\$135,245.00** dollars and interest, covering the Premises and

* Recorded on: 6/14/10 / Inst #: 20100604000176840

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 **\$135,245.00** dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$135,245.00 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 May 7, 2010.

MUTUAL SAVINGS CREDIT UNION

JEFF GRAHAM, ASST VP OF LENDING SERVICE

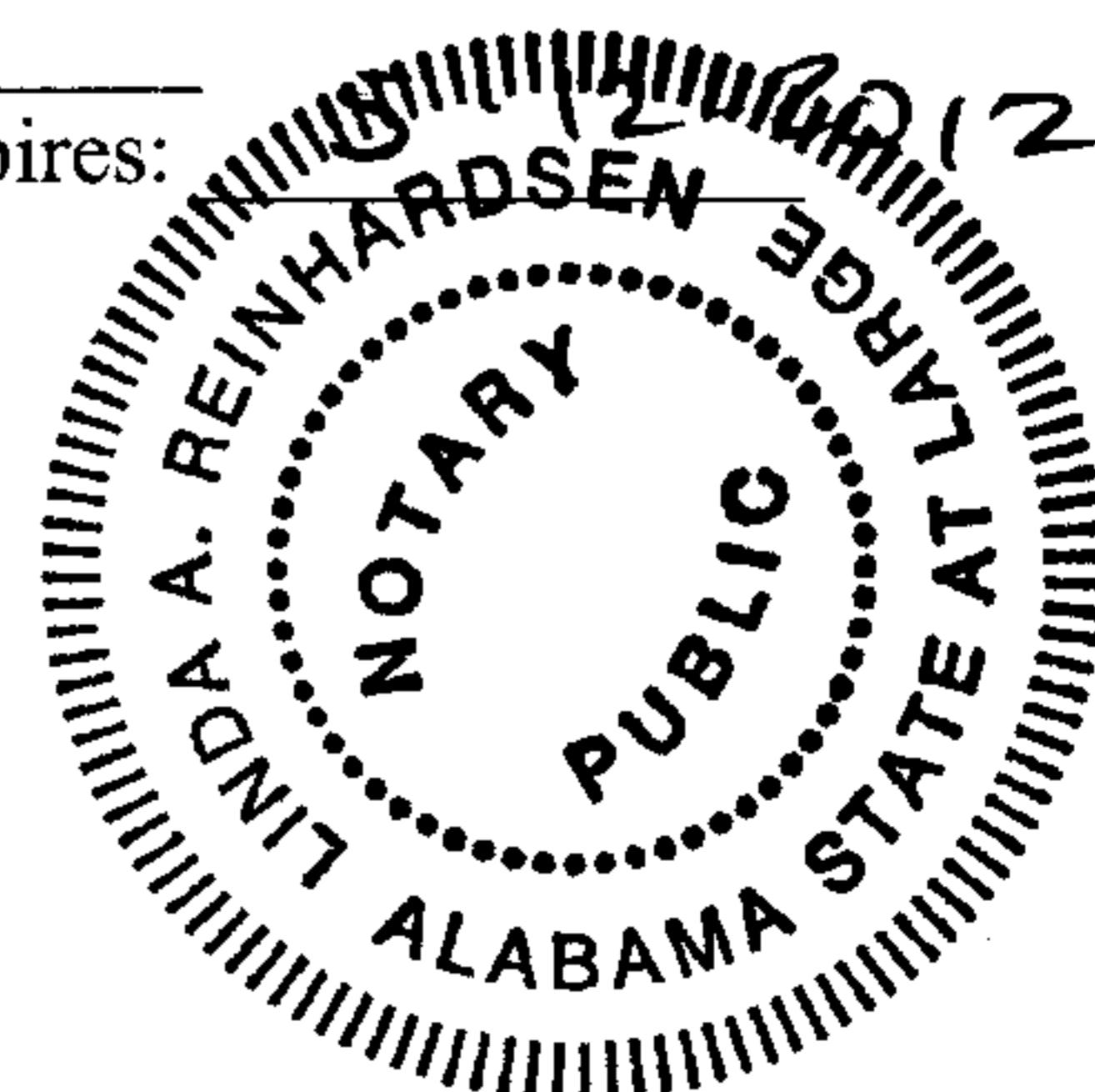
STATE OF ALABAMA
JEFFERSON COUNTY

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 May 7, 2010

Notary Public My Commission Expires:
LINDA A REINHARDSEN

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





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Loan No.: 0302653415

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 80, according to the Survey of Davenport's Addition to Riverchase West, Section 3, as recorded in Map Book 8, Page 53 A, B, and C, in the Office of the Judge of Probate of Shelby County, Alabama.

Assessor's Parcel Number: 11-6-24-0-002-002.083