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Order #8730818



20100805000250820 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
08/05/2010 12:56:37 PM FILED/CERT

Subordination Agreement

SUBORDINATION AGREEMENT

8730818
This Subordination Agreement, made July 2, 2010 between WELLS FARGO ("Requestor"), and Mutual Savings Credit Union ("Lender")

Witnesseth:

Whereas, Kelly J. Brand and spouse Charles W. Brand, Jr. (borrowers) and MUTUAL SAVINGS CREDIT UNION are parties to that certain Adjustable Rate Line of Credit Agreement between the parties, dated February 1, 2008, and secured by a mortgage recorded on February 19, 2008, in the Judge of Probate's Office for Shelby County, Alabama in Instrument #20080219000067160, and having an original credit limit of \$44,000.00 and modified on July 2, 2010 to decrease the limit to \$27,565.00.

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

Lot 1003, according to the map and survey of Brook Highland and Eddleman Community, 10th Sector, 1st Phase as recorded in Map Book 17, Page 108, in the Probate Office of Shelby County, Alabama.

with a property address of: **2948 Brook Highland Drive, Birmingham, AL 35242** 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 **\$341,460.00** 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 **\$341,460.00** dollars and the interest thereon delivered to * REQUESTER. *MORTGAGE DATED JULY 30, 2010

IF FIRST MORTGAGE EXCEEDS \$341,460.00 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 July 2, 2010

MUTUAL SAVINGS CREDIT UNION



JEFF GRAHAM, ASST VP OF LENDING SERVICE

STATE OF ALABAMA
JEFFERSON COUNTY

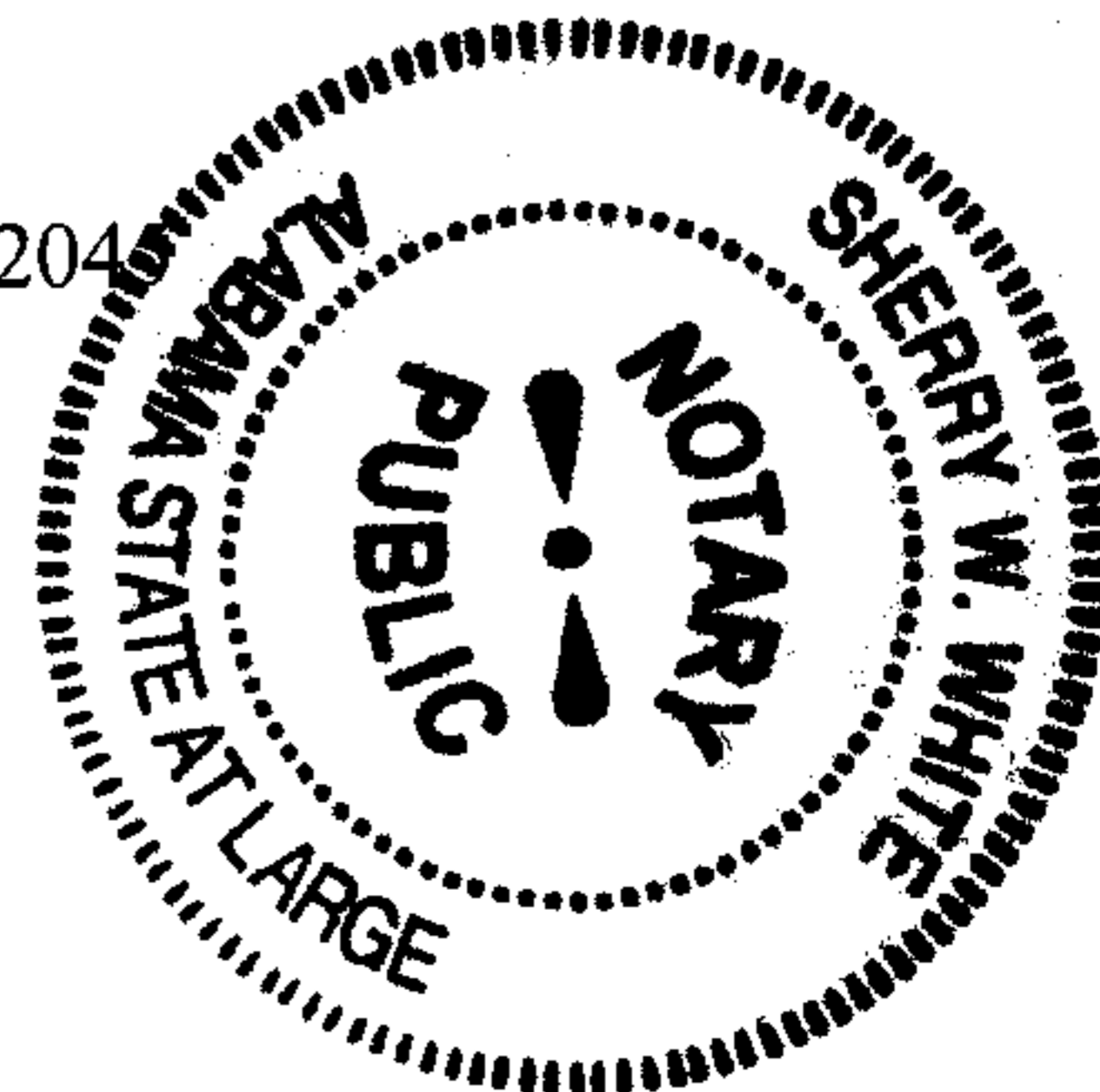
I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, Jeff Graham, whose name as Assistant VP of Lending Services of Mutual Savings Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day 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 July 2, 2010.


Notary Public My Commission Expires: 3-14-12

SHERRY W. WHITE

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



20100805000250820 3/3 \$18.00
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Order ID: 8730818

Loan No.: 0306589649

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 1003, according to the Map and Survey of Brook Highland and Eddleman Community, 10th Sector, 1st Phase, as recorded in Map Book 17, Page 108, in the Probate Office of Shelby County, Alabama.

Assessor's Parcel Number: 039300002001041