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## SUBORDINATION AGREEMENT

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This Subordination Agreement, made January 3, 2011 between Quicken Loans, Inc. its successors and/or assigns ("Requestor"), and Mutual Savings Credit Union ("Lender")

Witnesseth:

Record 2nd

Whereas, the Lender now owns and holds the following mortgages and the Bond or Note secured thereby Mortgage Dated: March 26, 2007 made by: **IRVING F. TRAWICK, JR. and spouse MONA J. TRAWICK** to **MUTUAL SAVINGS CREDIT UNION**, in the principal sum of **\$37,000.00** and recorded April 16, 2007 in INST# 20070416000175280 in the Office of the SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

**LOT 274, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 6<sup>TH</sup> SECTOR, 2<sup>ND</sup> PHASE, AS RECORDED IN MAP BOOK 15 PAGE 50 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN 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: **4263 Ashington 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 **\$396,750.00** 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 **\$396,750.00** dollars and the interest thereon delivered to REQUESTER.

**IF FIRST MORTGAGE EXCEEDS \$396,750.00 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 3, 2011

Recording Requested by &  
When Recorded Return To:  
Indecomm US Recordings  
2925 Country Drive  
St. Paul, MN 55117

MUTUAL SAVINGS CREDIT UNION

JEFF GRAHAM, VP OF LENDING SERVICE

STATE OF ALABAMA  
JEFFERSON COUNTY

76918825/2

I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, Jeff Graham, whose name as 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 3, 2011.

Sherry W. White 3-11-12  
Notary Public My Commission Expires:

Sherry W. White

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





20110118000017640 2/2 \$16.00  
Shelby Cnty Judge of Probate, AL  
01/18/2011 03:08:56 PM FILED/CERT

## EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 03-9-30-0-002-002.021

Land Situated in the City of Meadowbrook in the County of Shelby in the State of AL

LOT 274, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY 6TH  
SECTOR, 2ND PHASE AS RECORDED IN MAP BOOK 15, PAGE 50, IN THE PROBATE OFFICE OF SHELBY  
COUNTY, ALABAMA.

Commonly known as: 4263 Ashington Drive , Meadowbrook, AL 35242



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