

BH MICC 271

SUBORDINATION AGREEMENT

This Subordination Agreement, made February 8, 2011 between WELLS FARGO BANK N.A. its successors and/or assigns ("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 16, 2008 made by: **JACOB A. ADAMS AND SPOUSE KERIN A. ADAMS** to MUTUAL SAVINGS CREDIT UNION, in the principal sum of **\$77,100.00** and recorded 6/26/2008 in INST# 20080626000260570 in the Office of the SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

LOT 17A, ACCORDING TO THE AMENDED MAP OF HILLSBORO SUBDIVISION PHASE I, AS RECORDED IN MAP BOOK 39, PAGE 140 A,B AND C, 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: **171 APPLEFORD ROAD – HELENA, AL 35080** 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 **\$229,600.00** 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 **\$229,600.00** dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$229,600.00 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 8, 2010

MUTUAL SAVINGS CREDIT UNION

JEFF GRAHAM, 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 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 8, 2010

Notary Public

My Commission Expires: 8/31/2012

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

