

## SUBORDINATION AGREEMENT

This Subordination Agreement, made October 13, 2010 between BANK OF AMERICA ("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 23, 2008 made by: **DEBBIE STEEN AND SPOUSE WILLIAM STEEN** to MUTUAL SAVINGS CREDIT UNION, in the principal sum of **\$68,000.00** and recorded 8/17/2007 in INST# 20071025000494910 in the Office of the SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

LOT 28, ACCORDING TO THE FINAL RECORD PLAT BIRCH CREEK SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 143, 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: **122 BIRCH CREEK 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 **\$289,000.00** 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 **\$289,000.00** dollars and the interest thereon delivered to REQUESTER. \* Inst 201012020004026 rec 12/2/10

**IF FIRST MORTGAGE EXCEEDS \$289,000.00 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 October 13, 2010

Bank of America:  
101 S. Tyron St.  
Charlotte, NC 28255

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 October 13, 2010

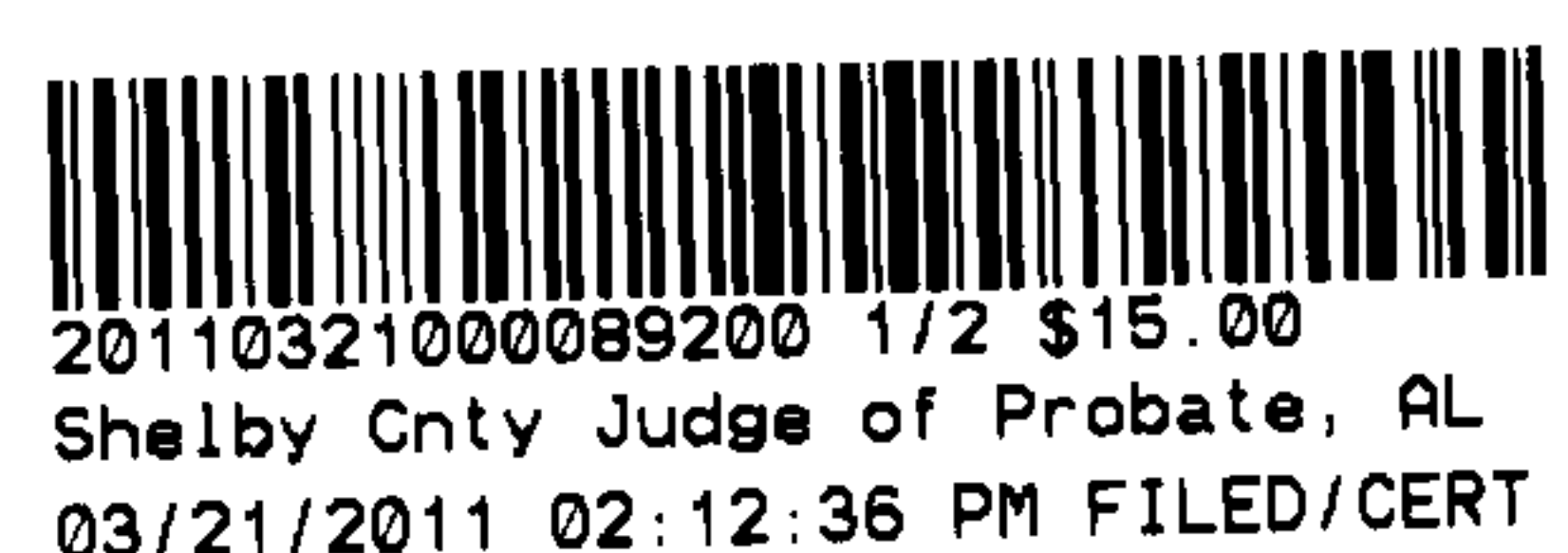
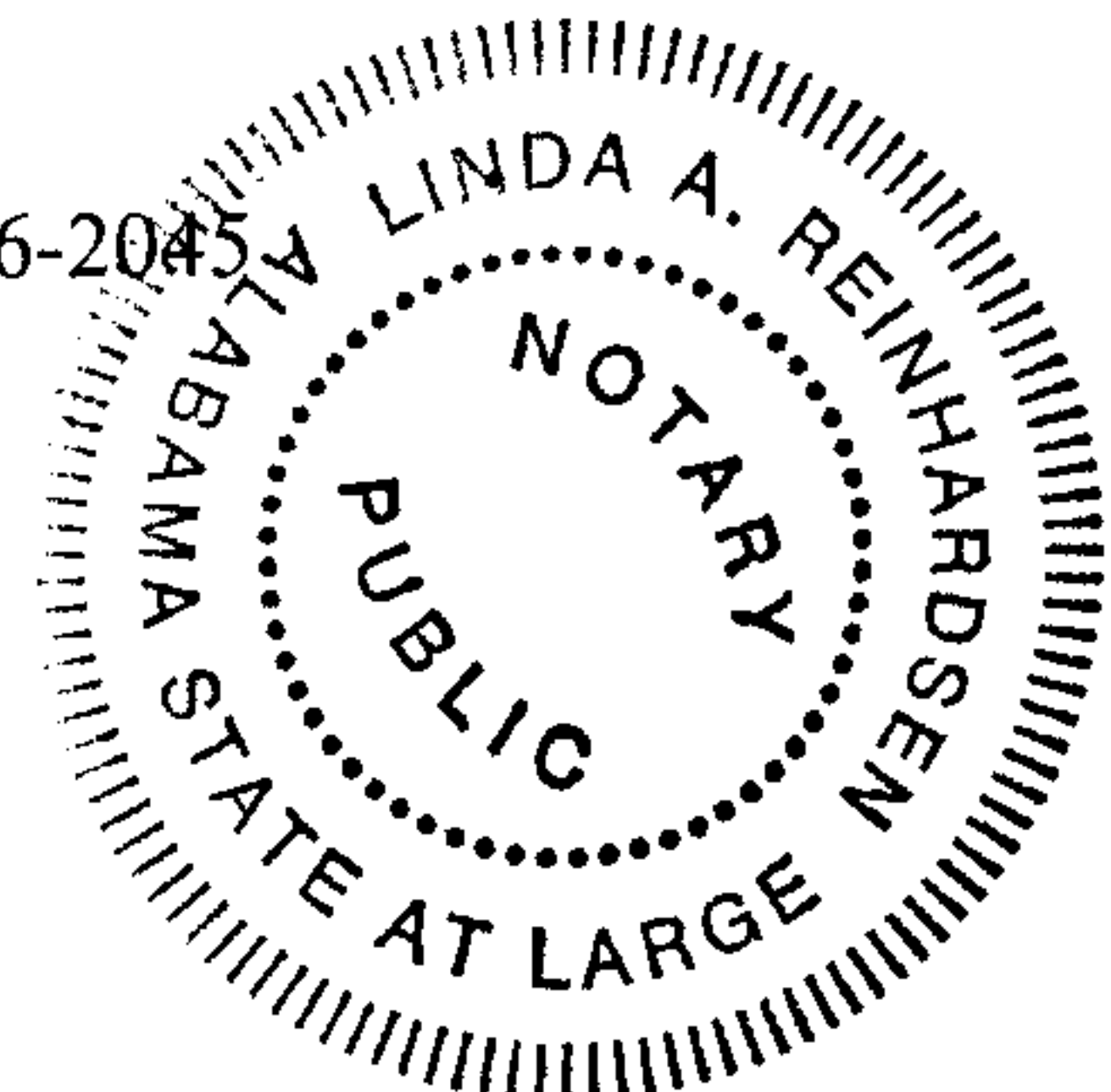
Notary Public My Commission Expires:

8-31-2012

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

Recording Requested By & Return To:  
Chicago Title ServiceLink Division  
4000 Industrial Blvd  
Aliquippa, PA 15001

237759



## **Exhibit "A"**

### **Legal Description**

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS LOT 28 ACCORDING TO THE SURVEY OF BIRCH CREEK SUBDIVISION AS RECORDED IN MAP BOOK 27 PAGE 143 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA. SITUATED IN SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM JIMMIE PARKER CUSTOM HOMES LLC AS SET FORTH IN INST # 20040928000536330 DATED 09/09/2004 AND RECORDED 09/28/2004, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 09-5-16-0-003-028.000