

SUBORDINATION AGREEMENT

This Subordination Agreement, made December 22, 2010 between WELLS FARGO BANK N.A. its successors and/or assigns ("Requestor"), and Mutual Savings Credit Union ("Lender")

Witnesseth:

Whereas, JOSE R. MUNOZ AND SPOUSE MARIA L. MUNOZ ("Borrowers") and MUTUAL SAVINGS CREDIT UNION ("Credit Union") are the parties to that certain Interest Only Adjustable Rate Line of Credit Agreement ("Credit Agreement") with a maximum loan amount/credit limit of \$26,235.00 between the parties, dated March 17, 2006, and secured by a mortgage recorded on March 28, 2006 in the Judge of Probate's Office for SHELBY County, Alabama in INSTRUMENT # 20060328000143550 on the following described property:

LOT 219 ACCORDING TO THE SURVEY OF RIDGE AT STONEHAVEN PHASE TWO, AS RECORDED IN MAP BOOK 28, PAGE 146, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Witnesseth:

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

with a property address of: **211 Heather Ridge Circle Pelham, AL 35124** 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 **\$139,200.00** dollars and interest, covering the Premises and

* Ins # 2011 0209 0000 475 Rec. 2-9-11
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 **\$139,200.00** dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$139,200.00 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 December 22 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 December 22, 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



20110531000159250 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
05/31/2011 01:26:52 PM FILED/CERT

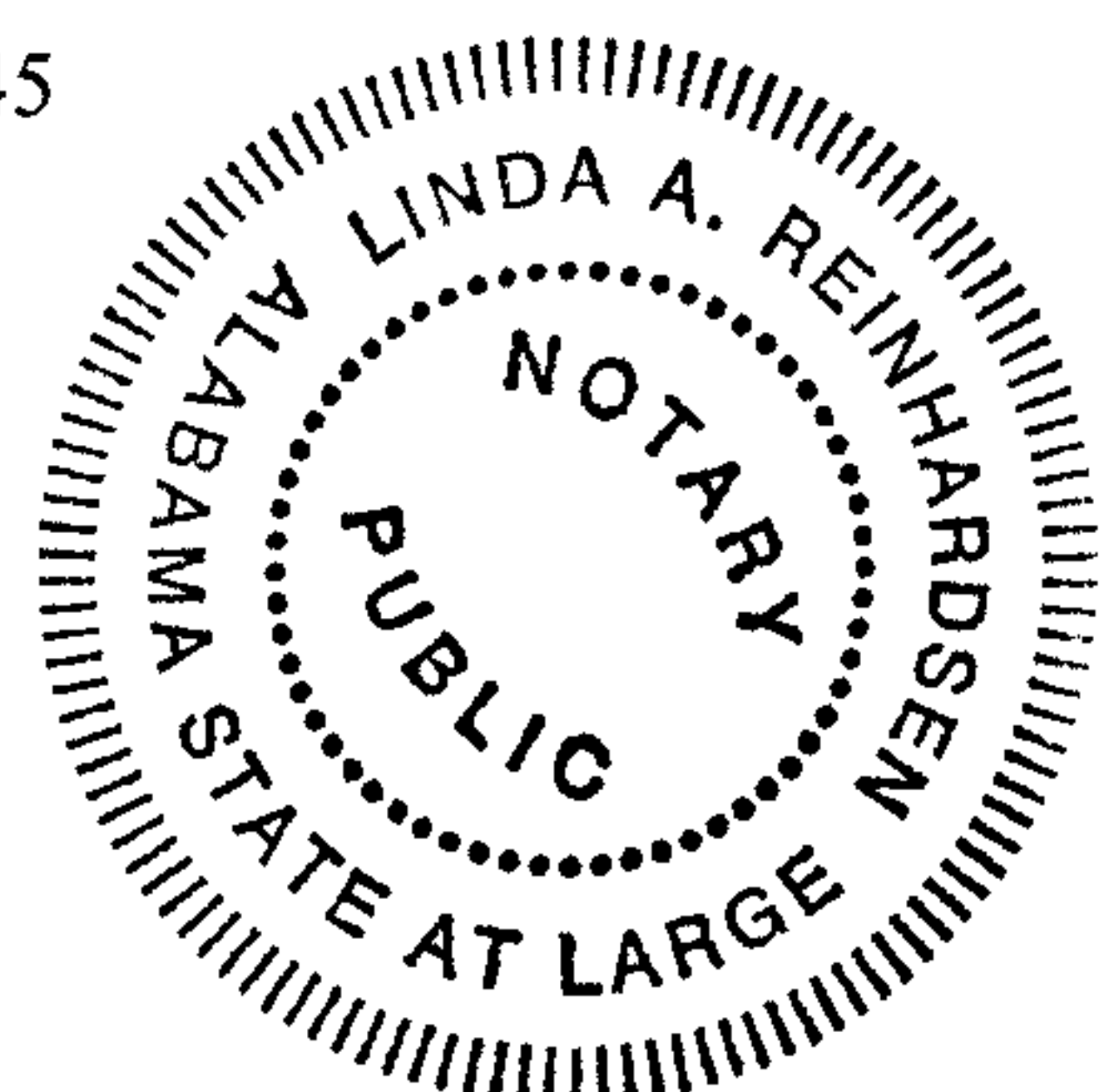


Exhibit "A"

Legal Description


ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AND DESIGNATED AS:

LOT 219 ACCORDING TO THE SURVEY OF RIDGE AT STONEHAVEN PHASE TWO AS RECORDED IN MAP BOOK 28 PAGE 146, SHELBY COUNTY, ALABAMA RECORDS.

TAX ID# 13-6-23-4-012-022.000

BY FEE SIMPLE DEED FROM STACI M. BENSON, SINGLE AS SET FORTH IN INST # 20060328000143530 DATED 03/17/2006 AND RECORDED 03/28/2006, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax ID: 13-6-23-4-012-022.000



20110531000159250 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
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