

## SUBORDINATION AGREEMENT

This Subordination Agreement, made January 19, 2012 between BANCORPSOUTH BANK 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: APRIL 4, 2008 made by: **FRANK A. STRONGE AND SPOUSE TOMI H. STRONGE** to MUTUAL SAVINGS CREDIT UNION, in the principal sum of **\$52,000.00** and recorded 4/16/2008 in INST# 20080416000154850 in the Office of the SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

LOT 629 ACCORDING TO THE MAP AND SURVEY OF WINDSTONE VI SUBDIVISION, AS RECRDED IN MAP BOOK 33, PAGE 31, 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: **137 RIVER BIRCH ROAD, CHELSEA, AL 35043** 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 **\$202,000.00** 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 **\$202,000.00** dollars and the interest thereon delivered to REQUESTER.

**IF FIRST MORTGAGE EXCEEDS \$202,000.00 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 January 19, 2012

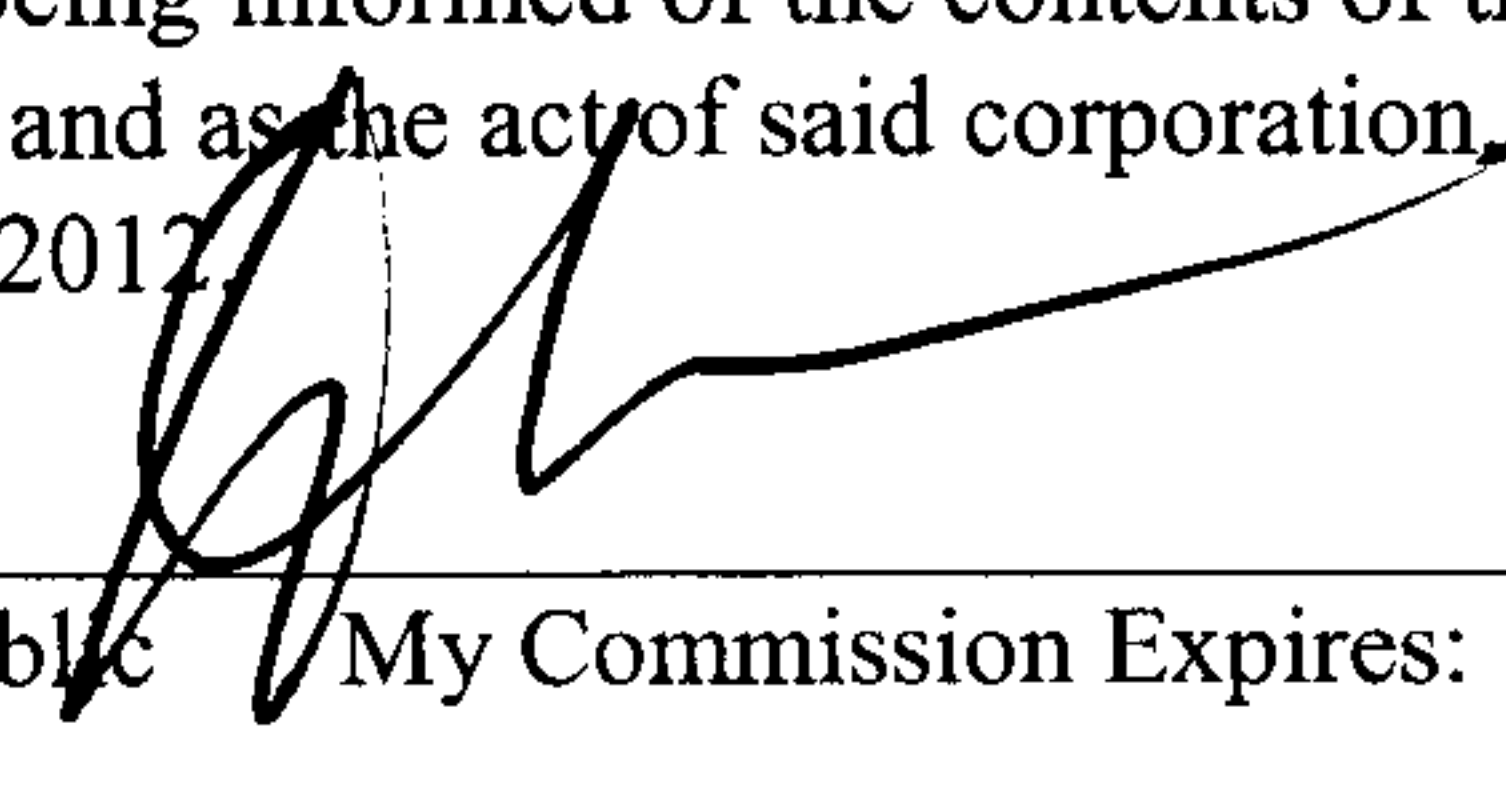
MUTUAL SAVINGS CREDIT UNION

  
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 January 19, 2012.

  
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

