## Shelby Cnty Judge of Probate, AL 01/07/2013 11:43:47 AM FILED/CERT

## SUBORDINATION AGREEMENT

This Subordination Agreement, made December 7, 2012 between Liberty Mortgage Corporation, 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: October 29, 2009 made by: SCOTT A. STANFORD and spouse PAMELA D. STANFORD to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$60,000.00 and recorded December 16, 2009 in Instrument Number: 20091216000461060 in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

LOT 1, BLOCK 6, ACCORDING TO THE SURVEY OF ALTADENA BEND, THIRD SECTOR, AS RECORDED IN MAP BOOK 106, PAGE 90, IN THE PROBATE OFFICE OF JEFFERSON COUNTY ALABAMA AND IN MAP BOOK 5, PAGE 131, 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: 2907 PAHOKEE TRACE, BIRMINGHAM, AL 35243 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 \$214,500.00 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 \$214,500.00 dollars and the interest thereon delivered to REQUESTER.

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 7, 2012.

JEFF GRAHAM, VP OF LENDING SERVICE MUTUAL SAVINGS CREDIT UNION

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.

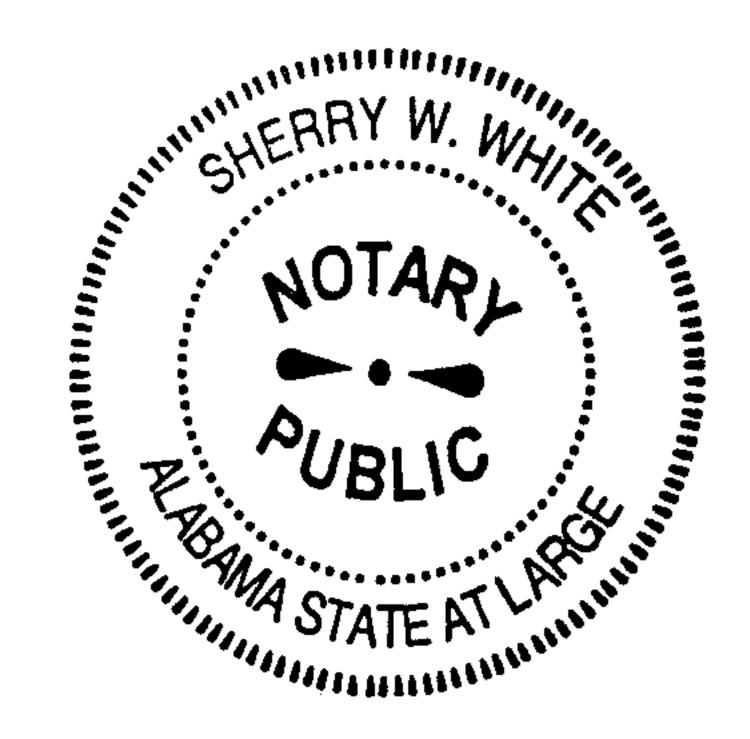
Given under my hand and official seal, on December 7, 2012.

My Commission Expires: 2-29 - 16

THIS INSTRUMENT WAS PREPARED BY: Sherry White

MUTUAL SAVINGS CREDIT UNION – P.O. BOX 362045 - HOOVER, AL 35236-2045

Bk: LR201220 Pg: 17149 Jefferson County, Alabama Toertify this instrument filed of 12/28/2012 10:40:10 AM AGREE Judge of Probate- Alan L. King



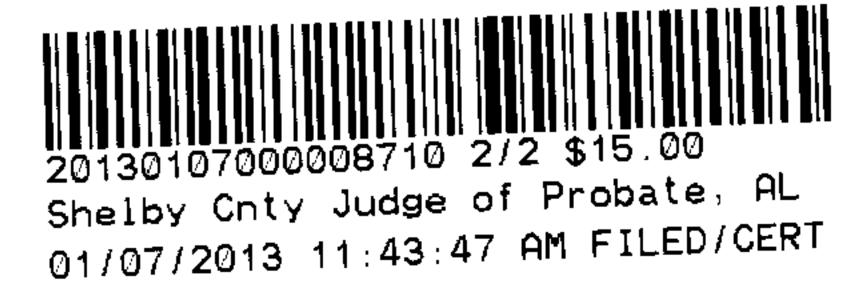


Exhibit "A"

Lot 1, Block 1, According to the Survey of AltadenaBend. Third Sector, as recorded in Map Book 106, Page 90, in the Probate office of Jefferson County, Alabama, and in Map Book 5, page 131, in the Probate office of Shelby County, Alabama

20121228001405040 2/2 Bk: LR201220 Pg:17149 Jefferson County, Alabama Jefferson County, Alabama 12/28/2012 10:40:10 AM AGREE 12/28/2012 10:40:10 AM AGREE

Total of Fees and Taxes-\$19.00 CRONANL