

3017272 **SUBORDINATION AGREEMENT**

This Subordination Agreement, made October 30, 2012 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: August 29, 2005 made by: **JASON EDWARDS and spouse AMY EDWARDS** to **MUTUAL SAVINGS CREDIT UNION**, in the principal sum of **\$34,850.00** and recorded **September 6, 2005** in Instrument #20050906000458460 in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

LOT 13, BLOCK 4, ACCORDING TO THE SURVEY OF INDIAN WOOD FOREST, THIRD SECTOR, AS RECORDED IN MAP BOOK 7, PAGE 104, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN 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: **1091 COPENA DRIVE, 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 **\$129,300.00** dollars and interest, covering the Premises and

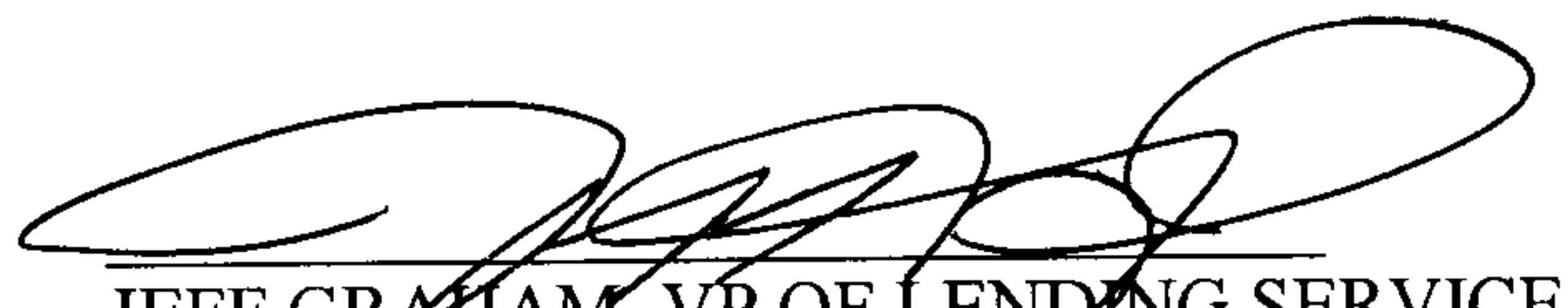
Inst 20130125000034370 rec 1/25/13
Whereas, REQUESTER accepted said mortgage believing the mortgages held by Mutual Savings Credit Union would be subordinated in the Manner hereinafter mentioned;

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 **\$129,300.00** dollars and the interest thereon delivered to REQUESTER.

IF FIRST MORTGAGE EXCEEDS \$129,300.00 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.

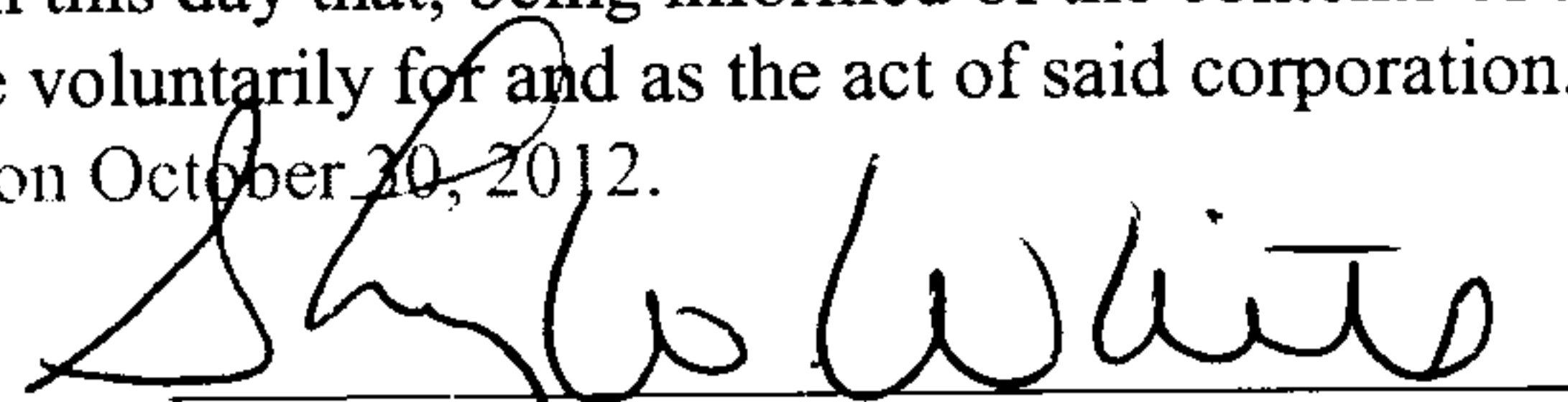
The Lender has duly executed this Agreement on October 30, 2012


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 October 30, 2012.


Notary Public 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

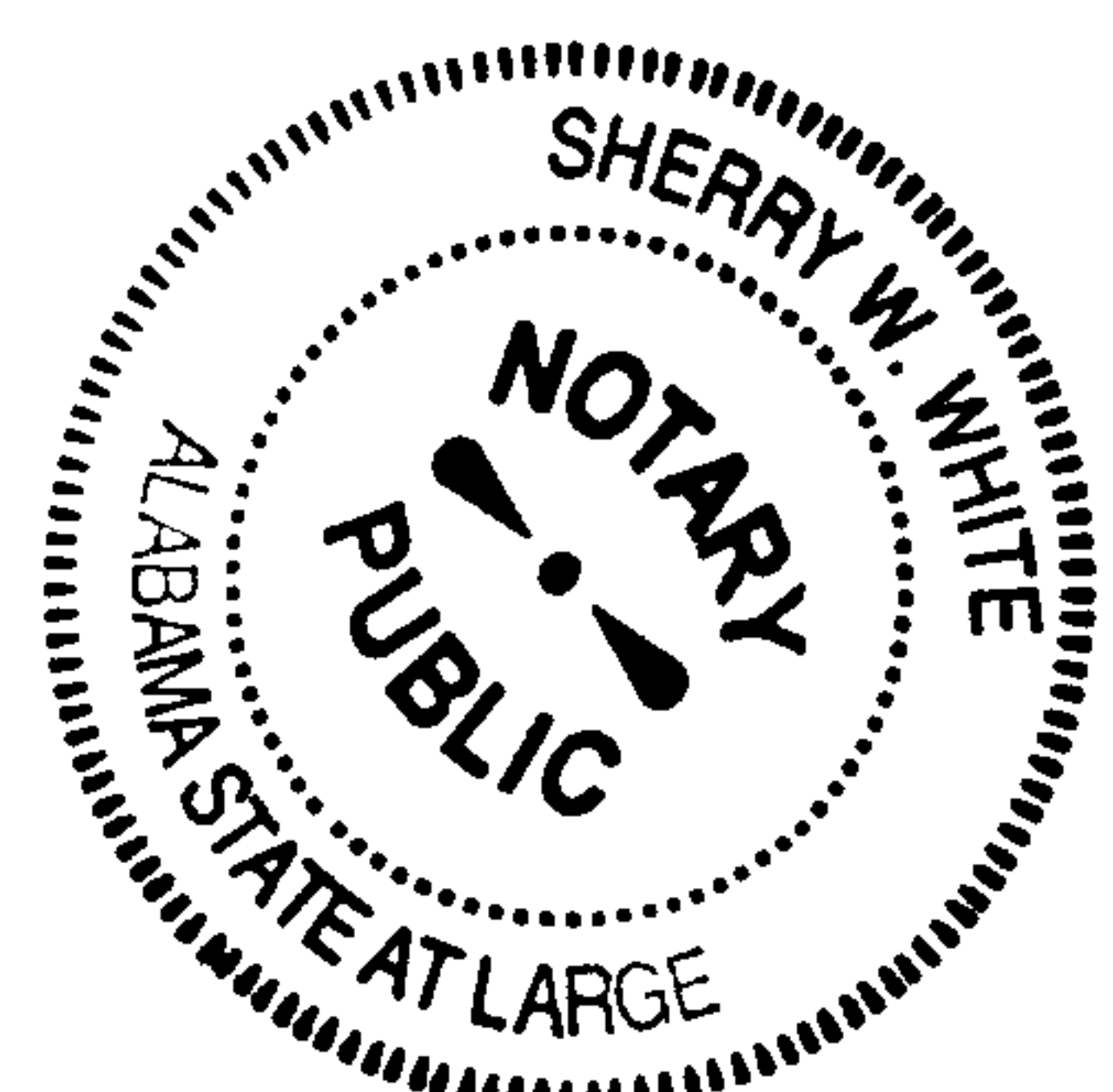


Exhibit "A"
Legal Description

ALL THAT PARCEL OF LAND IN CITY OF PELHAM, SHELBY COUNTY, STATE OF ALABAMA, BEING KNOWN AS LOT 13 BLOCK 4 ACCORDING TO THE SURVEY OF INDIAN WOOD FOREST THIRD SECTOR AS RECORDED IN MAP BOOK 7 PAGE 104 IN THE PROBATE OFFICE OF SHELBY COUNTY ALABAMA BEING SITUATED IN SHELBY COUNTY ALABAMA.

BY FEE SIMPLE DEED FROM THOMAS M. COOPER AND STACEY D. COOPER, HUSBAND AND WIFE TO AMY EDWARDS AND JASON S. EDWARDS, AS JOINT TENANTS AS SET FORTH IN INST # 20050906000458440 DATED 08/29/2005 AND RECORDED 09/06/2005, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Tax/Parcel ID: 10-5-22-0-002-022.034



20130228000084120 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
02/28/2013 11:35:38 AM FILED/CERT