

57545419 - 1851779

## SUBORDINATION AGREEMENT

(2)

20130321000117670 1/1 \$13.00  
Shelby Cnty Judge of Probate, AL  
03/21/2013 12:32:07 PM FILED/CERT

This Subordination Agreement, made February 28, 2013 between QUICKEN LOANS, INC., 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: July 26, 2006 made by: JAMES PHILLIP NIX and spouse EILEEN C. NIX to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$33,000.00 and recorded August 25, 2006 in Instrument #20060825000417440 in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

**LOT 12, IN BLOCK 2, ACCORDING TO THE SURVEY OF CAHABA VALLEY ESTATES, 3<sup>RD</sup> SECTOR, AS RECORDED IN MAP BOOK 5, PAGE 107 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**

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

With a property address of: 937 RYECROFT ROAD, 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 \$128,400.00 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 \$128,400.00 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 February 28, 2013.

When Recorded Return To:  
Indscomm Global Services  
2925 Country Drive  
St. Paul, MN 55117

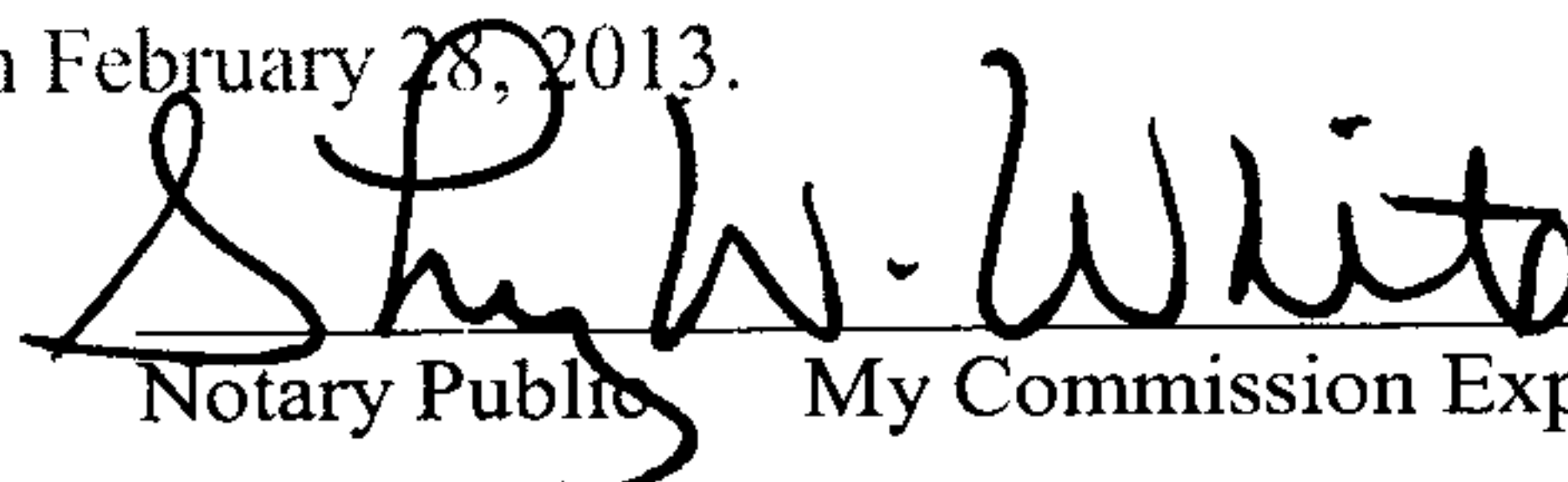
  
JEFF GRAHAM, VP OF LENDING SERVICE  
MUTUAL SAVINGS CREDIT UNION

STATE OF ALABAMA  
JEFFERSON COUNTY

78505157  
REC 2nd

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 February 28, 2013.

  
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



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