

SUBORDINATION AGREEMENT



20130422000161670 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
04/22/2013 11:15:19 AM FILED/CERT

This Subordination Agreement, made April 2, 2013 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: September 25, 2006 made by: **ELIZABETH PATTON O'BRIEN, A SINGLE PERSON** to **MUTUAL SAVINGS CREDIT UNION**, in the principal sum of **\$29,180.00** and recorded **October 23, 2006** in Instrument # **20061023000521310** in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

UNIT 149, IN CAMBRIAN WOOD CONDOMINIUM, LOCATED IN SHELBY COUNTY, ALABAMA, AS ESTABLISHED BY DECLARATION OF CONDOMINIUM, BY-LAWS AND AMENDMENTS THERETO AS RECORDED IN MISC. BOOK 12, PAGE 87 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND AMENDED BY MISC. BOOK 13, PAGE; MISC BOOK 13, PAGE 4; AND MISC. BOOK 13, PAGE 3441 IN SAID PROBATE OFFICE, TOGETHER WITH AN UNDIVIDED 0.0089038% INTEREST IN THE COMMON ELEMENTS AS SET FORTH IN SAID DECLARATION.

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

With a property address of: **149 CAMBRIAN WAY, BIRMINGHAM, AL 35242** particularly described therein ("The Premises") and,

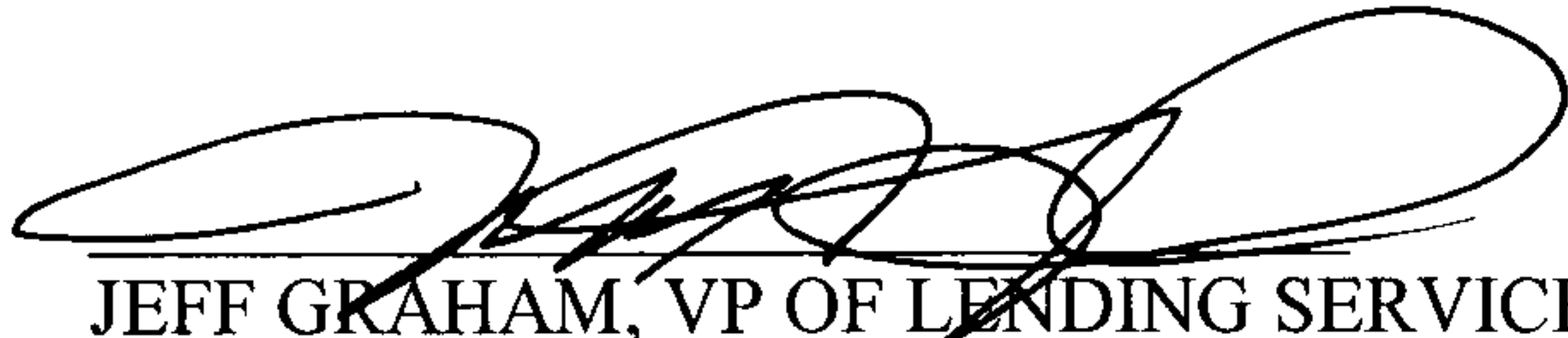
Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum **NOT** to exceed **\$111,000.00** dollars and interest, covering the Premises and

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 **\$111,000.00** 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 April 2, 2013.


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 April 2, 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

