

SUBORDINATION AGREEMENT

This Subordination Agreement, made March 15, 2013 between GUARANTEED RATE, 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: January 29, 2008 made by: **IVAN H. BAKER and spouse ALISHA J. BAKER** to **MUTUAL SAVINGS CREDIT UNION**, in the principal sum of **\$91,800.00** and recorded **February 4, 2008 in Instrument: 20080204000044950** in the Office of the Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

LOT 324, ACCORDING O THE SURVEY OF HIGHLAND LAKES, 3RD SECTOR, PHASE V, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 24, PAGE 60 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREAS, ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT NO. 1994-07111 AND AMENDED IN INSTRUMENT NO.1996-17543 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION 3RD SECTOR, PHASE V, RECORDED AS INSTRUMENT NO., 1998-29633 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HERINAFTER COLLECTIVELY REFERRED TO AS THE "DECLARATION").

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

With a property address of: **1528 HIGHLAND LAKES TRAIL, 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 **\$341,588.00** dollars and interest, covering the Premises and

***SIMULTANEOUSLY RECORDED HEREIN**

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 **\$341,588.00** 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.

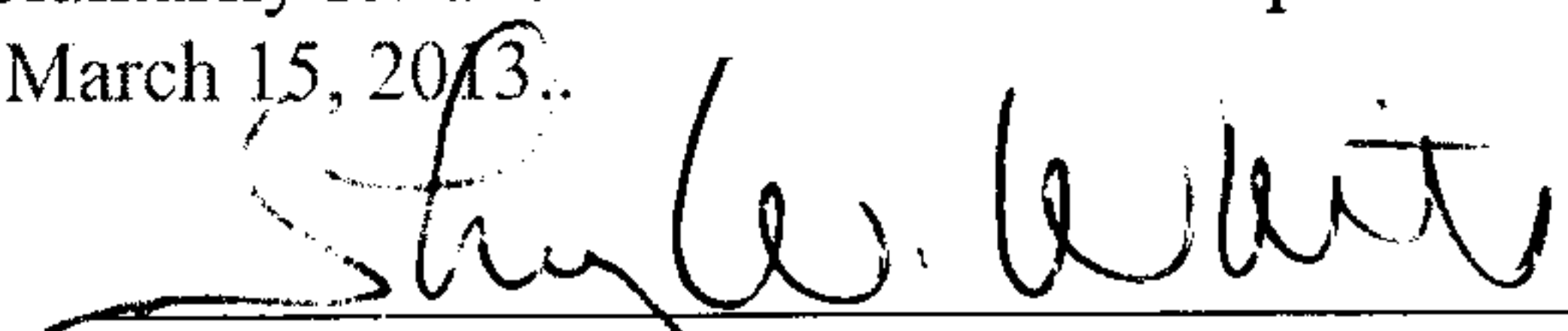
The Lender has duly executed this Agreement on March 15, 2013.

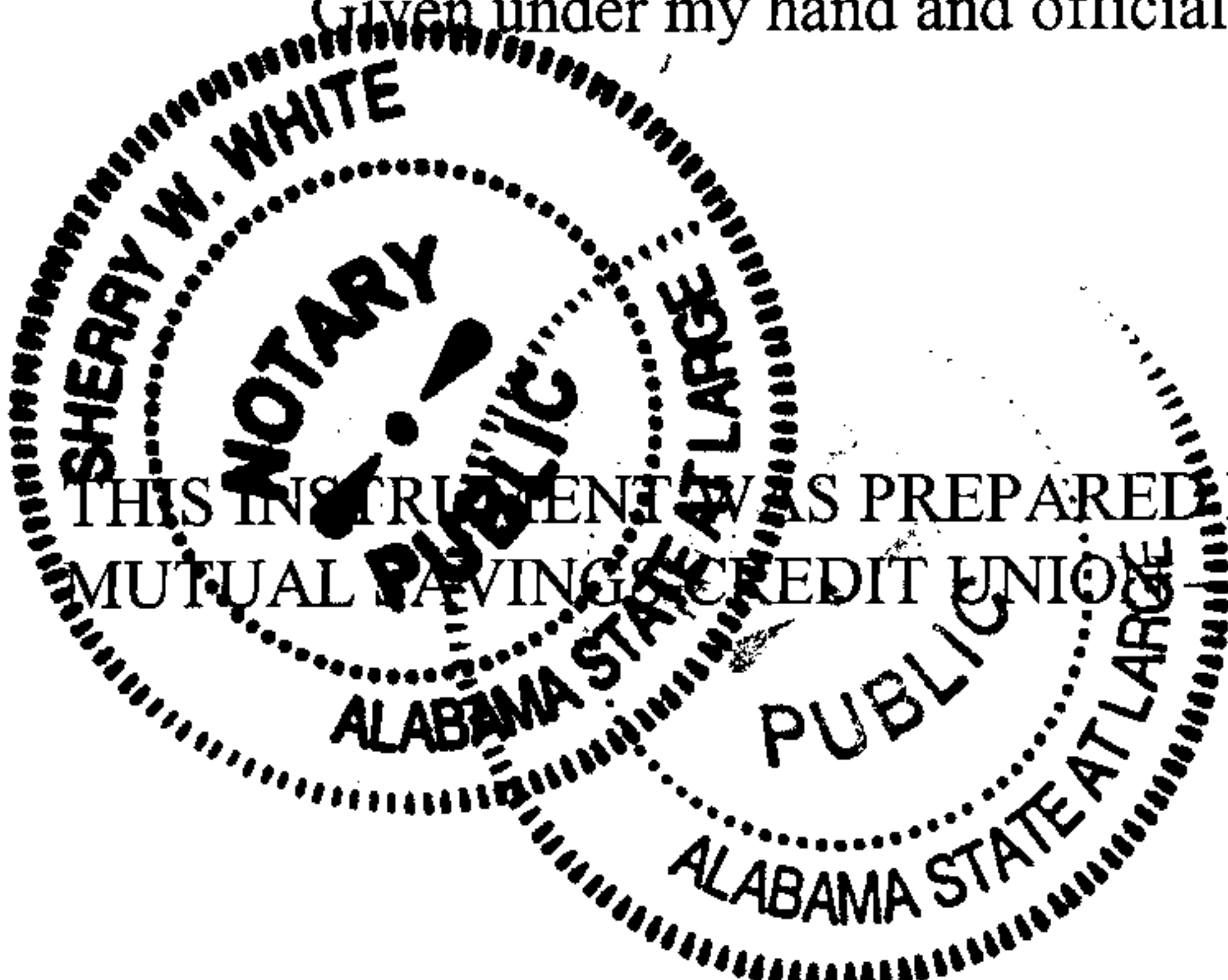

JEFF GRAHAM, VP OF LENDING SERVICE
MUTUAL SAVINGS CREDIT UNION

STATE OF ALABAMA
JEFFERSON COUNTY

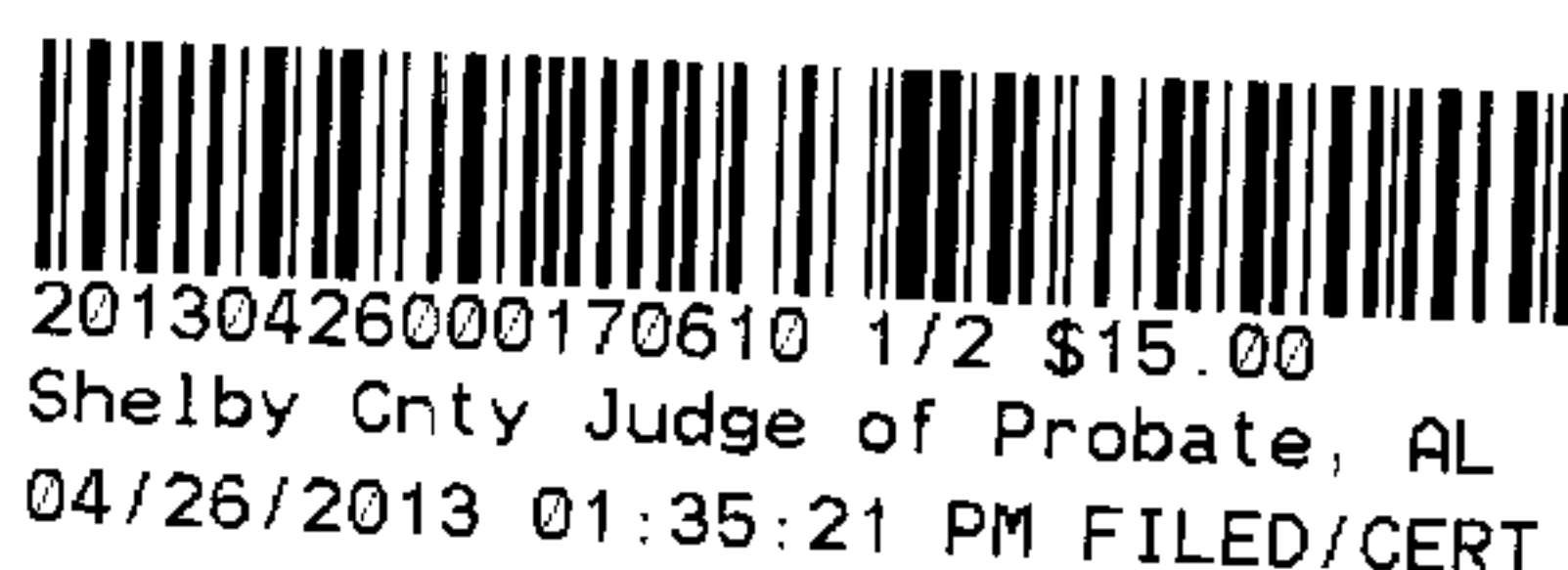
I, the undersigned, a Notary Public in and for said county, in said State, hereby certify that, Jeff Graham, whose name as VP of Lending Services of Mutual Savings Credit Union, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being 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 March 15, 2013..


Notary Public My Commission Expires: 2-25-16



THIS INSTRUMENT WAS PREPARED BY: Sherry White
MUTUAL SAVINGS CREDIT UNION, P.O. BOX 362045 - HOOVER, AL 35236-2045



LEGAL DESCRIPTION


All that certain property situated in the county of SHELBY, and State of ALABAMA, being described as follows:

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BEING THE SAME PROPERTY CONVEYED TO IVAN H. BAKER AND ALISHA J. BAKER, FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, IN FEE SIMPLE BY DEED FROM GARY H. STOUGH AND DEBRA L. STOUGH, HUSBAND AND WIFE RECORDED 02/04/2008 IN DEED 20080204000044920, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.

✓ return to:
TIMIOS, INC.
5716 Corsa Avenue
Suite 102
Westlake Village, CA 91362


20130426000170610 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
04/26/2013 01:35:21 PM FILED/CERT