

SUBORDINATION AGREEMENT

This Subordination Agreement, made July 24, 2013 between PNC MORTGAGE, a division of PNC Bank, NA, 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: June 7, 2007 made by: STEVEN E. DARDEN AND SPOUSE CHRISTY DARDEN to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$74,000.00 and recorded July 3, 2007 in INST#: 200707030003 in the Office of SHELBY County Judge of Probate, SHELBY County, Alabama covering legal description:

Parcels I, II, III, IV - SEE ATTACHED LEGAL DESCRIPTION EXHIBIT A

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

With a property address of: **155 CLEARVIEW LANE, HELENA, ALABAMA 35080** described as ("The Premises") and,

Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum **NOT** to exceed \$374,200.00 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 \$374,200.00 dollars and the interest thereon delivered to REQUESTER. **This subordination agreement will become null and void if first mortgage amount is exceeded.**

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.

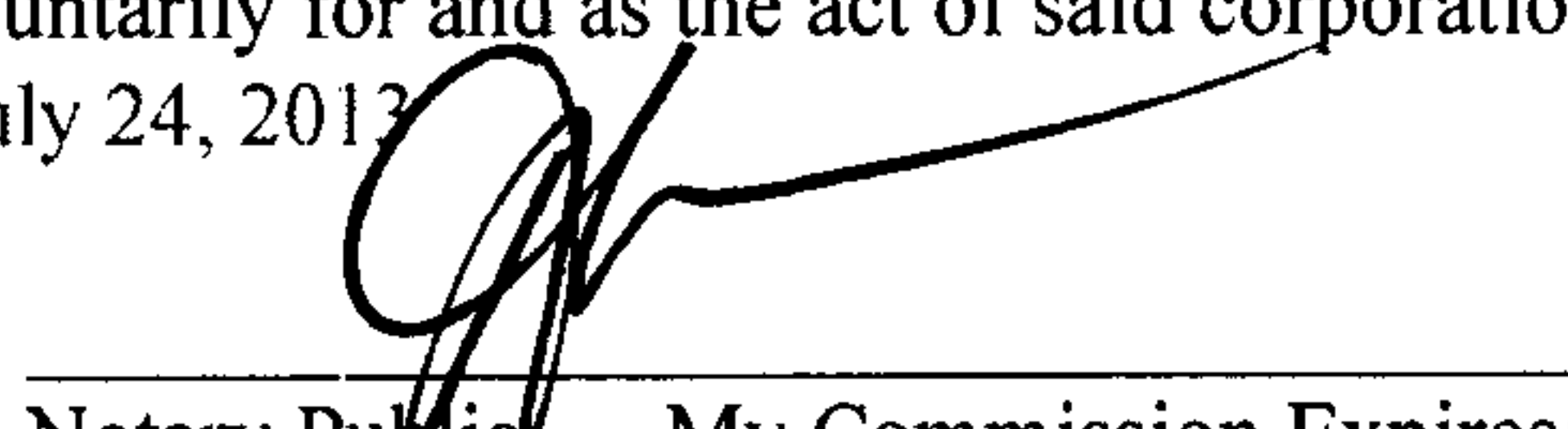
The Lender has duly executed this Agreement on July 24, 2013

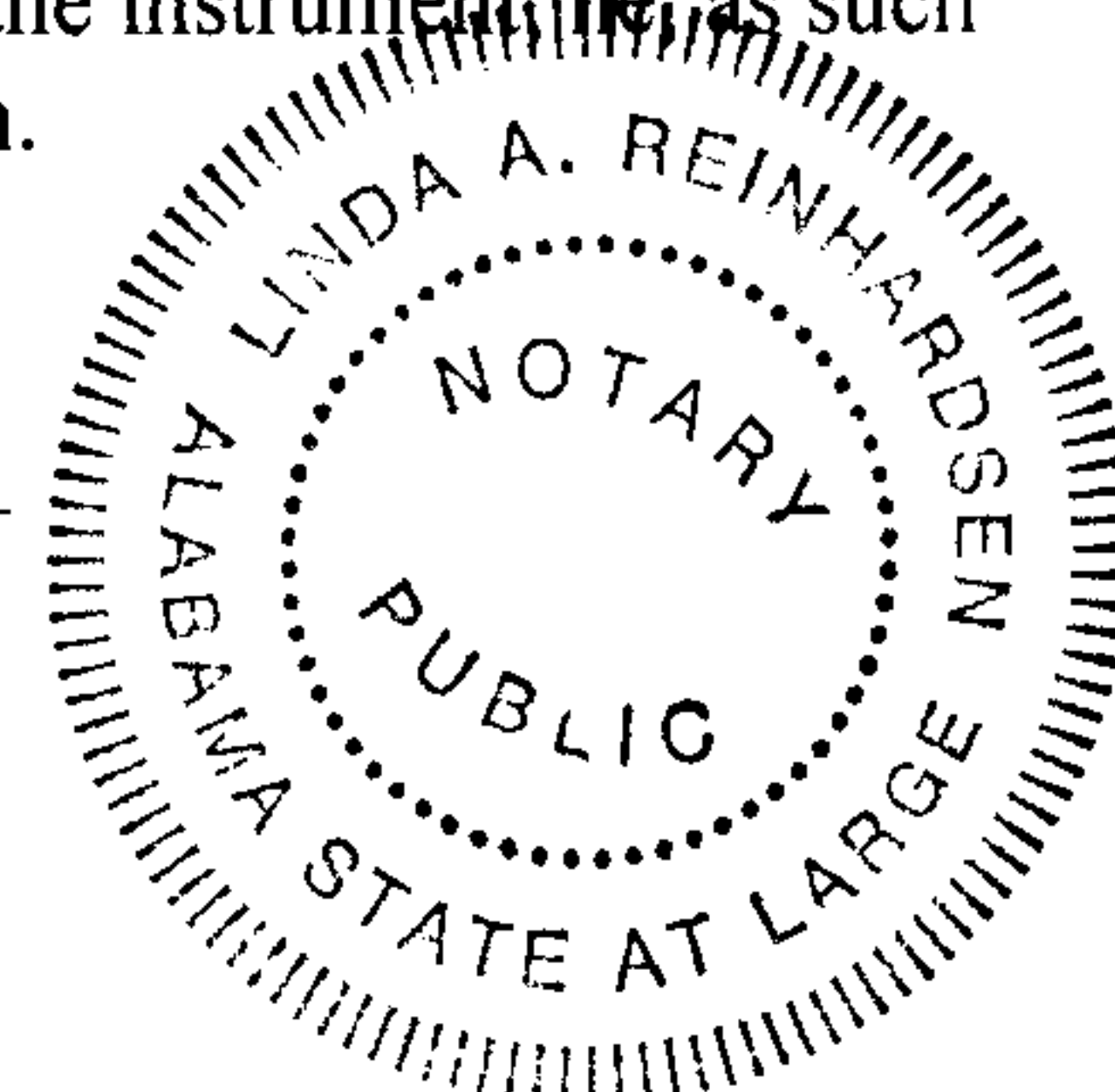

JEFF GRAHAM, VP OF LENDING SERVICE
MUTUAL SAVINGS CREDIT UNION

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.

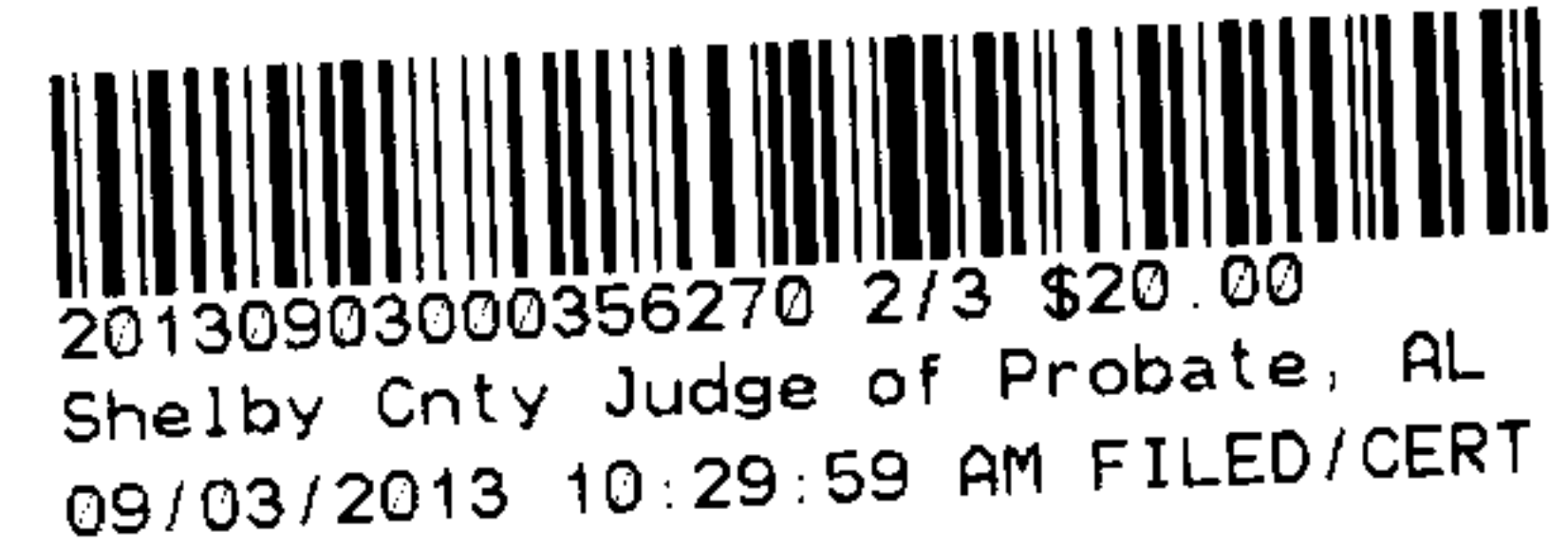
Given under my hand and official seal, on July 24, 2013


Notary Public My Commission Expires: 8-16-16
Linda A. Reinhardt
Notary Public



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

EXHIBIT "A"
LEGAL DESCRIPTION



ALL THAT PARCEL OF LAND IN SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED DOCUMENT NO. 20060508000215310, ID# 12-6-24-0-000-005-006, BEING KNOWN AND DESIGNATED AS:

Commence at the northeast corner of the southwest quarter of the southwest quarter of Section 24, Township 20 south, Range 4 west, Shelby County, Alabama and run thence South 90 degrees 00 minutes West along the north line of said quarterquarter a distance of 427.51' to a point; thence run South 46 degrees 16 minutes 26 seconds West a distance of 72.07 to a steel property corner and the point of beginning of the property being described; thence continue last described course a distance of 85.72' to a steel property corner; thence run South 43 degrees 37 minutes 00 seconds East a distance of 347.68' to a steel property corner; thence run North 29 degrees 09 minutes 24 seconds East a distance of 185.00' to a steel property corner; thence run North 60 degrees 51 minutes 51 seconds West a distance of 306.86' to the point of beginning.

There is a twenty foot wide(20.0') access easement for access to this property the centerline of which is described as follows:

Commence at the northeast corner of the southwest quarter of the southwest quarter of Section 24, Township 20 south, Range 4 West, Shelby County, Alabama and run thence South 90 degrees 00 minutes West along the north line of said quarterquarter a distance of 427.51' to a point; thence run South 46 degrees 16 minutes 20 seconds West a distance of 72.01' to a point thence continue last described course a distance 85.72' to a point; thence run South 43 degrees 37 minutes 00 seconds East a distance of 135.68' to the point of beginning on the centerline of the easement being described; thence run South 17 degrees 47 minutes 27 seconds West - 31.08' to a point thence run

South 01 degrees 34 minutes 38 seconds West 46.47 minutes to a point thence run

South 11 degrees 36 minutes 19 seconds West - 88.22 to a point thence run

South 38 degrees 31 minutes 36 seconds West - 50.46 to a point thence run

South 64 degrees 48 minutes 54 seconds West - 59.18' to a point thence run

South 57 degrees 37 minutes 39 seconds - 53.78' to a point thence run

South 47 degrees 31 minutes 33 seconds West - 63.68' to a point thence run

South 46 degrees 58 minutes West - 52.95' to a point thence run South 35 degrees 41 minutes 45 seconds West - 41.41' to a point in the centerline of recorded access drive and the end of required easement.

BY FEE SIMPLE DEED FROM GARRISON HOMES, INC., A CORPORATION AS SET FORTH IN DOCUMENT NO. 20060508000215310 DATED 05/03/2006 AND RECORDED 05/08/2006, SHELBY COUNTY RECORDS, STATE OF ALABAMA.

Being the same property as conveyed from GARRISON HOMES, INC., A CORPORATION, to STEVEN E. DARDEN AND CHRISTY DARDEN, HUSBAND AND WIFE, WITH RIGHT OF SURVIVORSHIP, as set forth in DEED DOCUMENT NO. 20060508000021530, recorded 05/08/2006.

Tax ID: 12-6-24-0-000-005-006

