

RETURN TO:  
WFG LENDER SERVICES  
RECORDING DEPARTMENT  
2625 TOWNSGATE ROAD SUITE 101  
WESTLAKE VILLAGE, CA 91361

**This Instrument Prepared by:**

Mark C. Nelson  
Attorney at Law  
2216 14<sup>th</sup> Street (35401)  
P. O. Box 1788  
Tuscaloosa, AL 35403  
(205) 349-3449



20131003000397540 1/3 \$20.00  
Shelby Cnty Judge of Probate, AL  
10/03/2013 02:04:35 PM FILED/CERT

STATE OF ALABAMA

§  
§  
§

SHELBY COUNTY

**SUBORDINATION AGREEMENT**

392 846

This Agreement entered into on this the 28<sup>th</sup> day of August, 2013,  
by and between Loandepot.com, LLC ("Lender") and Alabama Credit Union ("ACU").

**W-I-T-N-E-S-S-E-T-H:**

WHEREAS, heretofore Marcus Jones and wife, Nesha Jones, (collectively, the Borrowers) executed a Mortgage to ACU on the following described real property situated in Shelby County, Alabama, and more particularly described as follows:

Lot 2708 according to the map and survey of Riverchase Country Club,  
27<sup>th</sup> addition as recorded in Map Book 11, at Page 56 A & B in the  
Probate Office of Shelby County, Alabama, (the "Property").

Said Mortgage is of record in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument No. 20110621000191740, and secures a principal indebtedness of \$19,900.00; and

WHEREAS, Lender has agreed to lend to Borrowers the amount of \$209,900.00, provided Borrowers give Lender a first security position on the Property;

WHEREAS, ACU has agreed to subordinate its Mortgage to the Mortgage made to Lender.

NOW, THEREFORE, in consideration of the foregoing and in further consideration and as an inducement to Lender to lend the amount of \$209,900.00 to Borrowers and in further consideration of \$1.00 in hand paid by Lender to ACU, ACU agrees as follows:

1. ACU agrees to and does hereby subordinate the Mortgage from Borrowers to ACU as recorded at Instrument No. 20110621000191740, in the Office of the Judge of Probate of Shelby County, Alabama, to that certain Mortgage from Borrowers to Lender in the principal amount of \$209,900.00, said Mortgage being recorded at Instrument No. 20131003000397530, in the Office of the Judge of Probate of Shelby County, Alabama.

2. All notices, requests, demands and other communications hereunder shall be in writing, shall be deemed to have been duly given and delivered

upon personal delivery or if mailed, upon depositing such notice in the United States Mail first class postage prepaid to:

If to ACU:

Alabama Credit Union  
P. O. Box 862998  
Tuscaloosa, AL 35486

If to Lender:


Loandepot.com, LLC

Any party may change the address to which notices are to be delivered and such party, by notice given in accordance with this paragraph to the other party.

IN WITNESS WHEREOF, Alabama Credit Union has hereunto set its signature by its duly authorized officer with full authority to be deemed effective on the day and year first above written.

Alabama Credit Union

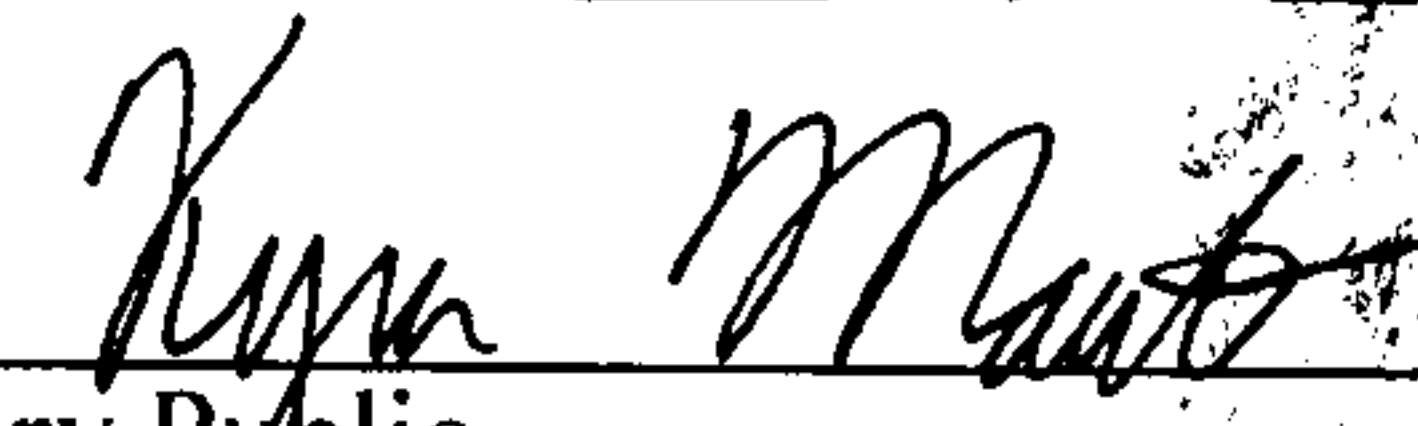
By:

  
Its President

STATE OF ALABAMA   §  
                                  § ss.  
TUSCALOOSA COUNTY §

I, the undersigned authority, a notary public in and for said County in said State, hereby certify that Stephen K. Sweetland, whose name as President of Alabama Credit Union 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 foregoing instrument, He executed the same voluntarily and with full authority, for and as the act of the said entity, as such Officer on the day the same bears date.

Given under my hand and official seal on this the 28<sup>th</sup> day of August, 2013.

  
Notary Public  
My Commission Expires: 7-25-17

**WFG Lender Services, LLC**

**COMMITMENT**


**EXHIBIT "A"**

**LEGAL DESCRIPTION:**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED IN THE STATE OF ALABAMA,  
COUNTY OF SHELBY, TO WIT:

LOT 2708 ACCORDING TO THE MAP AND SURVEY OF RIVERCHASE COUNTRY CLUB,  
27TH ADDITION AS RECORDED IN MAP BOOK 11, PAGE 56 A & B IN THE PROBATE  
OFFICE OF SHELBY COUNTY, ALABAMA.

**P.I.D#:: 11-7-35-0-004-052.000**

  
20131003000397540 3/3 \$20.00  
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NOTE: This commitment consists of insert pages labeled Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.