

RECORDING REQUESTED BY



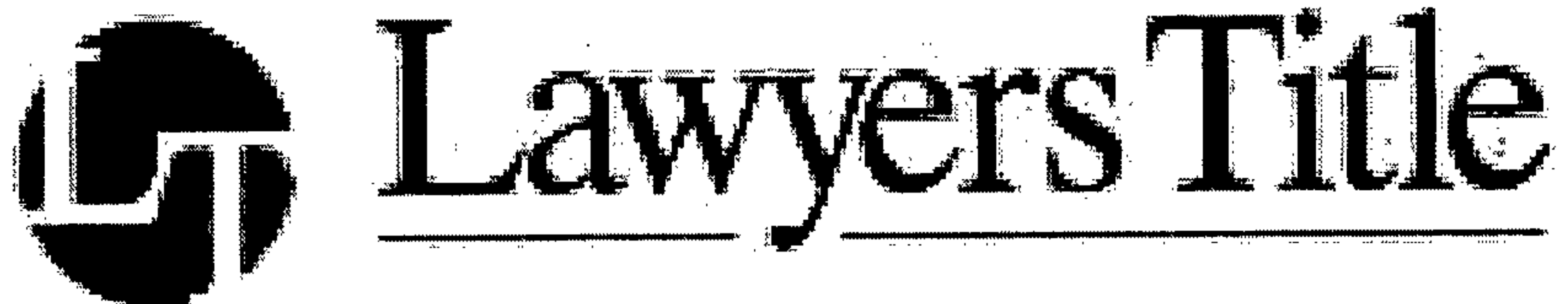
AND WHEN RECORDED MAIL TO:  
AND PREPARED BY:  
MUTUAL SAVINGS CREDIT UNION  
P.O. BOX 362045  
HOOVER, AL 35236-2045  
SHERRY WHITE

20140110000009700 01/10/2014 10:32:45 AM  
SUBAGREM 1/3

ORDER NO.: 713594565  
ESCROW NO.:

SPACE ABOVE THIS LINE FOR RECORDERS USE

## SUBORDINATION AGREEMENT



**SUBORDINATION AGREEMENT**

This Subordination Agreement, made December 18, 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: July 14, 2005 made by: **JOSEPH WHARTON and spouse JULIA WHARTON** to **MUTUAL SAVINGS CREDIT UNION**, in the principal sum of **\$29,680.00** and recorded July 25, 2005 in Instrument #20050725000372530 in the Office of Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

**LOT 317, ACCORDING TO THE SURVEY OF SILVER CREEK SECTOR III PHASE I, AS RECORDED IN MAP BOOK 33, PAGE 151, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

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

With a property address of: **861 BARKLEY DRIVE, ALABASTER, AL 35007** described as ("The Premises") and,

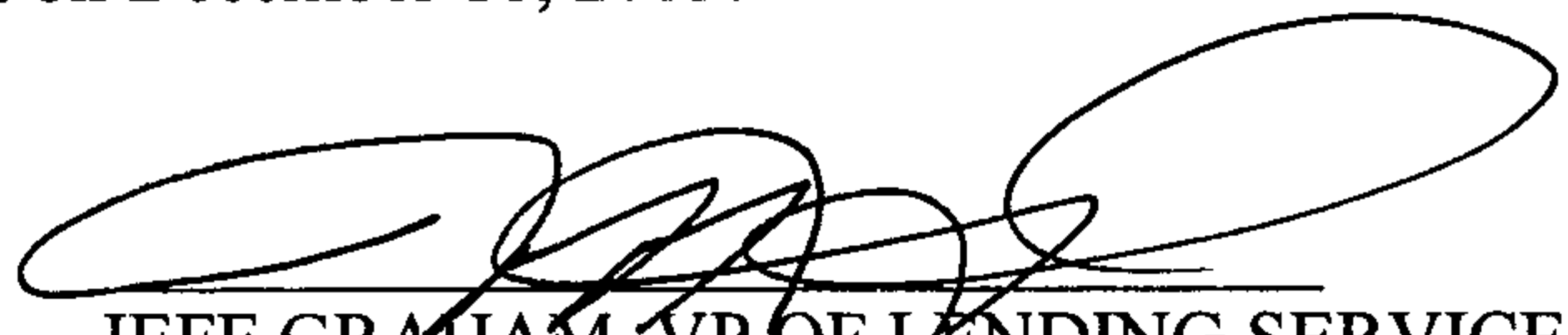
Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum **NOT** to exceed **\$105,000.00** dollars and interest, covering the Premises and

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 **\$105,000.00** 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.

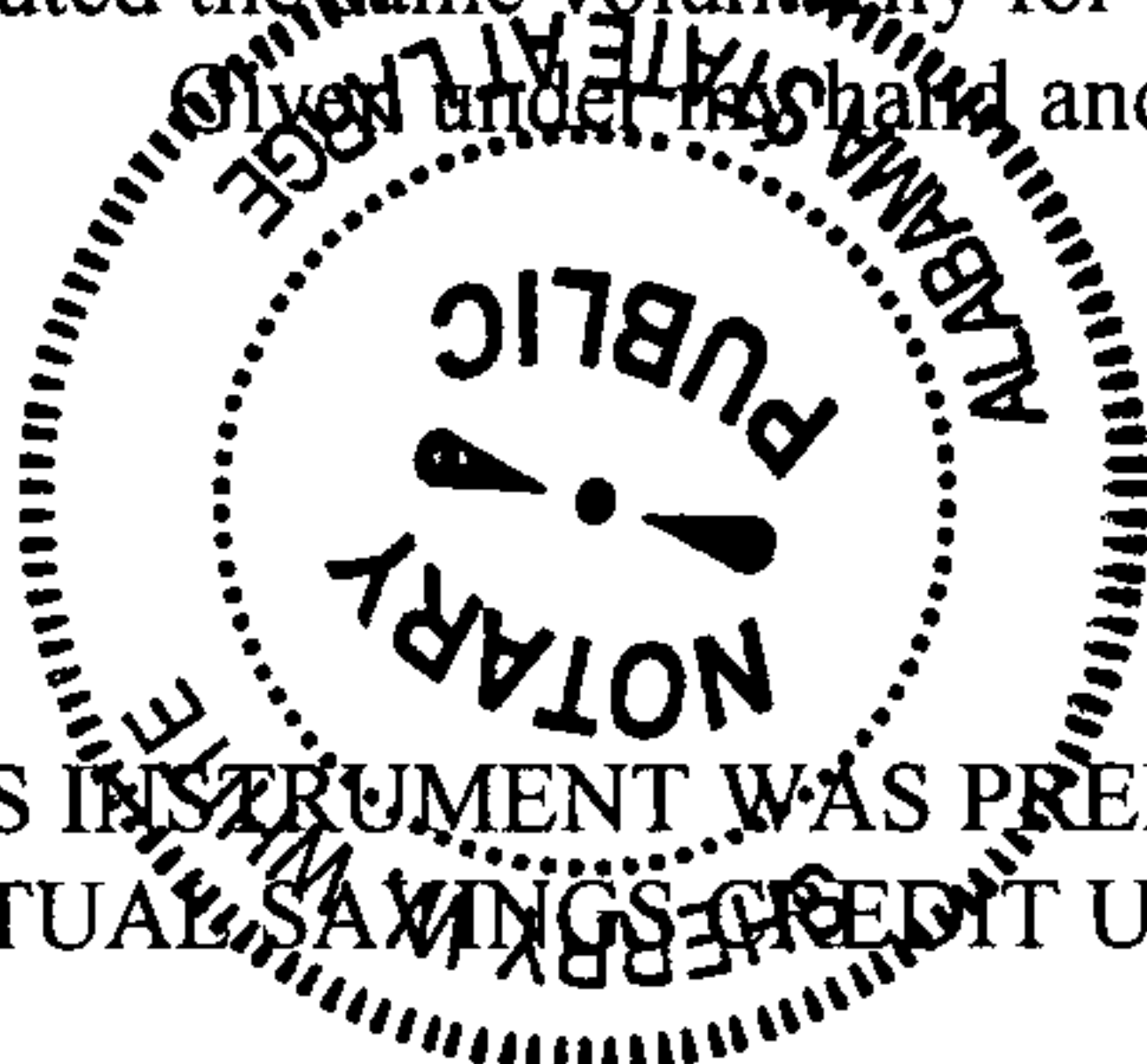
The Lender has duly executed this Agreement on December 18, 2013.

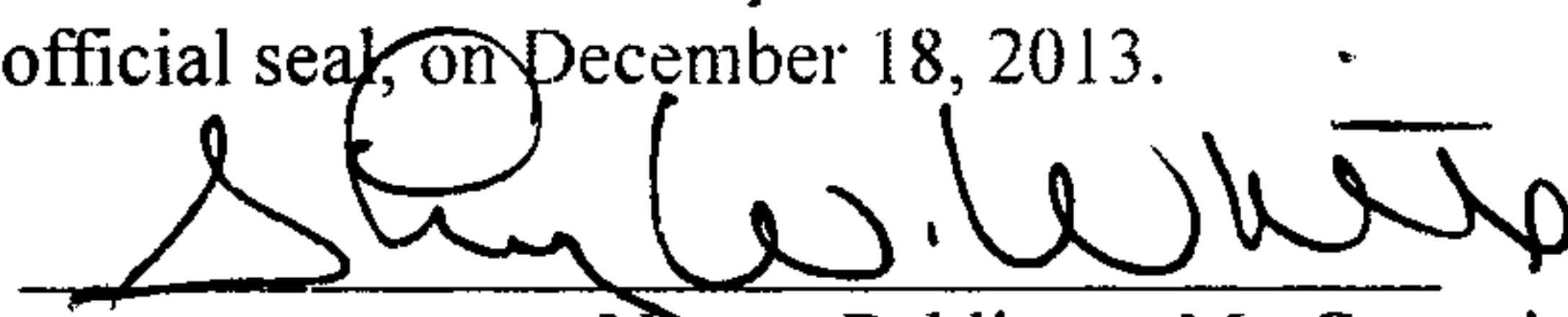
  
JEFF GRAHAM, VP OF LENDING SERVICE  
MUTUAL SAVINGS CREDIT UNION

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 December 18, 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



Title No LTICI-713594565

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 317 ACCORDING TO THE SURVEY OF SILVER CREEK SECTOR III PHASE I AS RECORDED IN MAP BOOK 33, PAGE 151 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 23-17-26-0.011.022000

Commonly known as 861 Barkley Drive, Alabaster, AL 35007  
However, by showing this address no additional coverage is provided



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
01/10/2014 10:32:45 AM  
\$20.00 CHERRY  
20140110000009700

A handwritten signature in black ink, likely of the Probate Judge, James W. Fuhrmeister.