

## SUBORDINATION AGREEMENT

Wells Fargo Home Mortgage Loan Number #0406474007

THIS AGREEMENT is entered into this 10<sup>th</sup> day of October, 2007 by Wells Fargo Bank, N.A. ("the Lender") and First Educators Credit Union ("Lien Holder").

### RECITALS

Lien Holder holds a second mortgage dated February 6, 2012 in the original principal amount of \$32,400.00 which second mortgage was granted by First Educators Credit Union and filed of record in the Office of the Judge of Probate of Shelby County, State of Alabama, in Instrument Number 20120213000052790 securing an interest in the following described real estate ("the Property"):

Lot 1428, according to the Survey of Eagle Point – 14<sup>th</sup> Sector, as recorded in Map Book 26, at Page 34 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama. Mineral and Mining Rights Excepted.

The Lender originated a new first mortgage dated May 15, 2012, in the original principal amount of \$206,000.00, which first mortgage was granted by Wells Fargo Bank, N.A. and filed of record in the Office of the Judge of Probate of Shelby County, State of Alabama, in Instrument Number 20120920000359120, securing an interest in the Property.

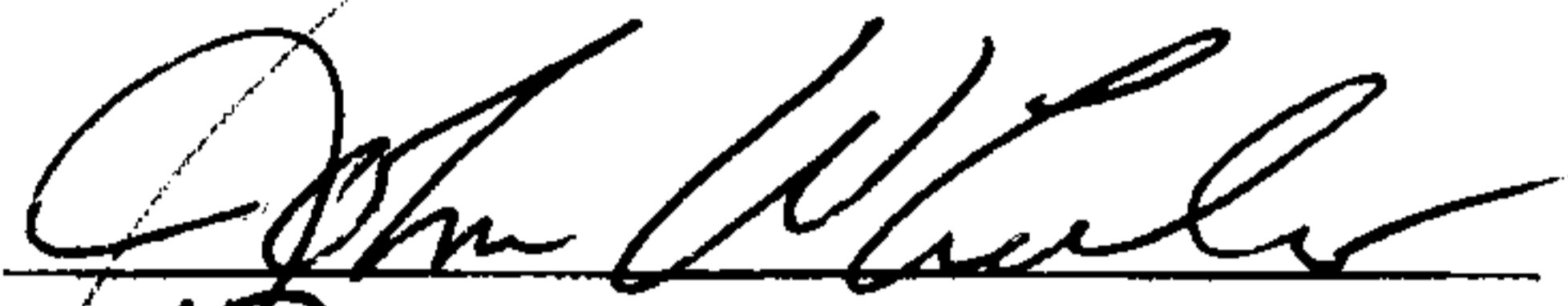
The Lender will provide credit to refinance the first mortgage secured by the Property if Lienholder subordinates its second mortgage lien to the Lender's new first mortgage lien.

NOW THEREFORE, in consideration of the covenants contained herein, the parties agree as follows:

1. Subordination. Lienholder agrees to and hereby does subordinate its second mortgage lien in the Property to a new first mortgage lien to be filed by the Lender in order to refinance its existing first mortgage.
2. Effect. The Lender agrees that Lien Holder's second mortgage shall in no way be impaired or affected by this Agreement except that the second mortgage lien shall stand junior and subordinate to the Lender's new first mortgage in the same manner and to the same extent as if the Lender's new first mortgage had been filed prior to the execution and recording of the Lien Holder's second mortgage.

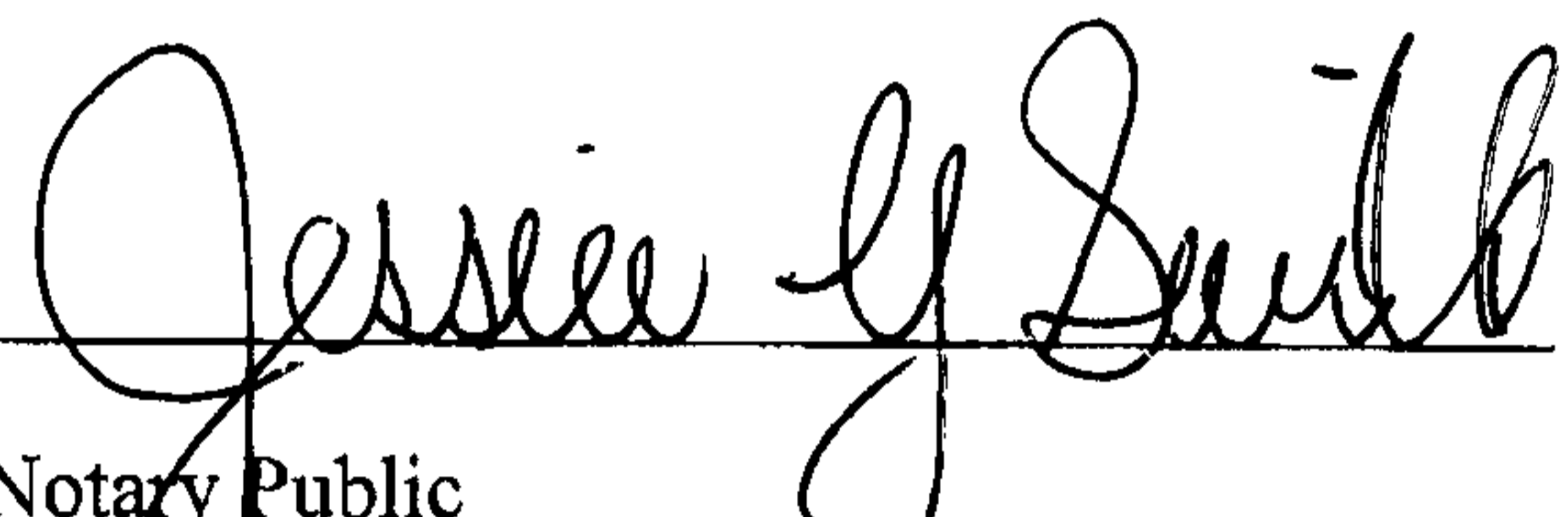
In Witness Whereof, the parties have executed this Subordination Agreement as on the date and year first above written.

First Educators Credit Union


BY:   
VP

STATE OF ALABAMA  
COUNTY OF Jefferson

On this 23<sup>rd</sup> day of January, 2014, before me, a Notary Public, in and for the above county and state, appeared John Wheeler who stated that he is the Vice President of Mortgage Electronic Registration Systems, Inc. and acknowledged that he signed and delivered this instrument as a free and voluntary act and the free and voluntary act of the corporation.

  
Notary Public  
My Commission Expires:

JESSICA Y SWINDLE  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
July 23, 2016

  
20140307000064290 2/2 \$18.00  
Shelby Cnty Judge of Probate, AL  
03/07/2014 02:09:55 PM FILED/CERT