

SUBORDINATION AGREEMENT

20171023000384330
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SUBAGREM 1/1

This Subordination Agreement, made September 28, 2017 between Franklin American Mortgage Company, 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: August 26, 2005 made by: GEOFFREY A. HALL, and spouse, DEBORAH B. HALL to MUTUAL SAVINGS CREDIT UNION, in the principal sum of \$54,800.00 and recorded September 8, 2005 in Instrument #20050908000464790 in the Office of Shelby County Judge of Probate, Shelby County, Alabama covering legal description:

LOT 29, TOGETHER WITH AN UNDIVIDED 1/43RD INTEREST IN LOT 44, (COMMON AREA), ACCORDING TO THE MAP OF THE OAKS, RECORDED IN MAP BOOK 10, PAGE 89, IN THE OFFICE OF THE JUDGE OF PROBATE 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: **29 THE OAKS CIRCLE, BIRMINGHAM, AL 35244** described as ("The Premises") and,

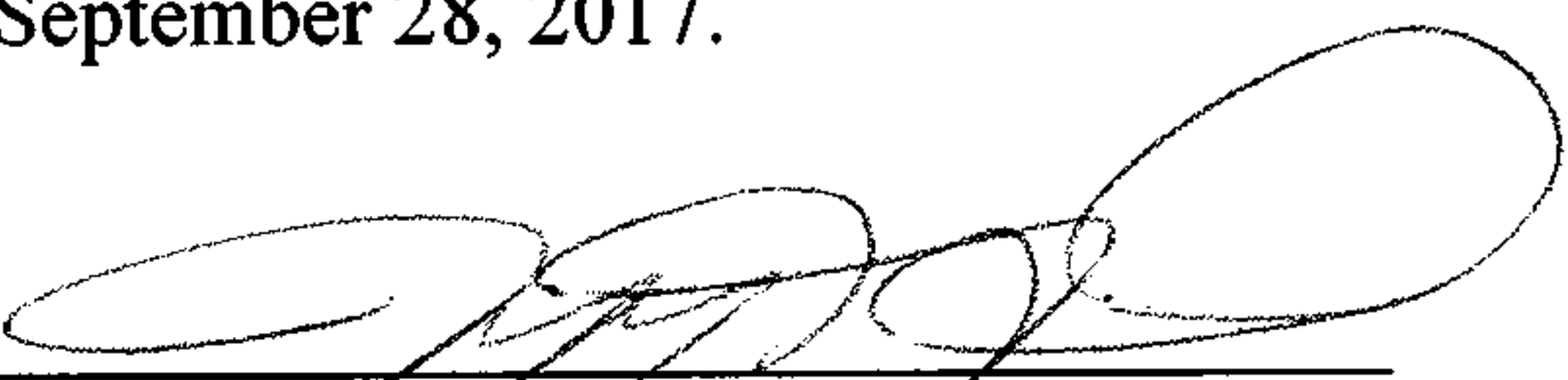
Whereas, the Borrowers mentioned executed and delivered to REQUESTER a mortgage to secure a principal sum **NOT** to exceed \$212,500.00 dollars and interest, covering the Premises and

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 \$212,500.00 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.

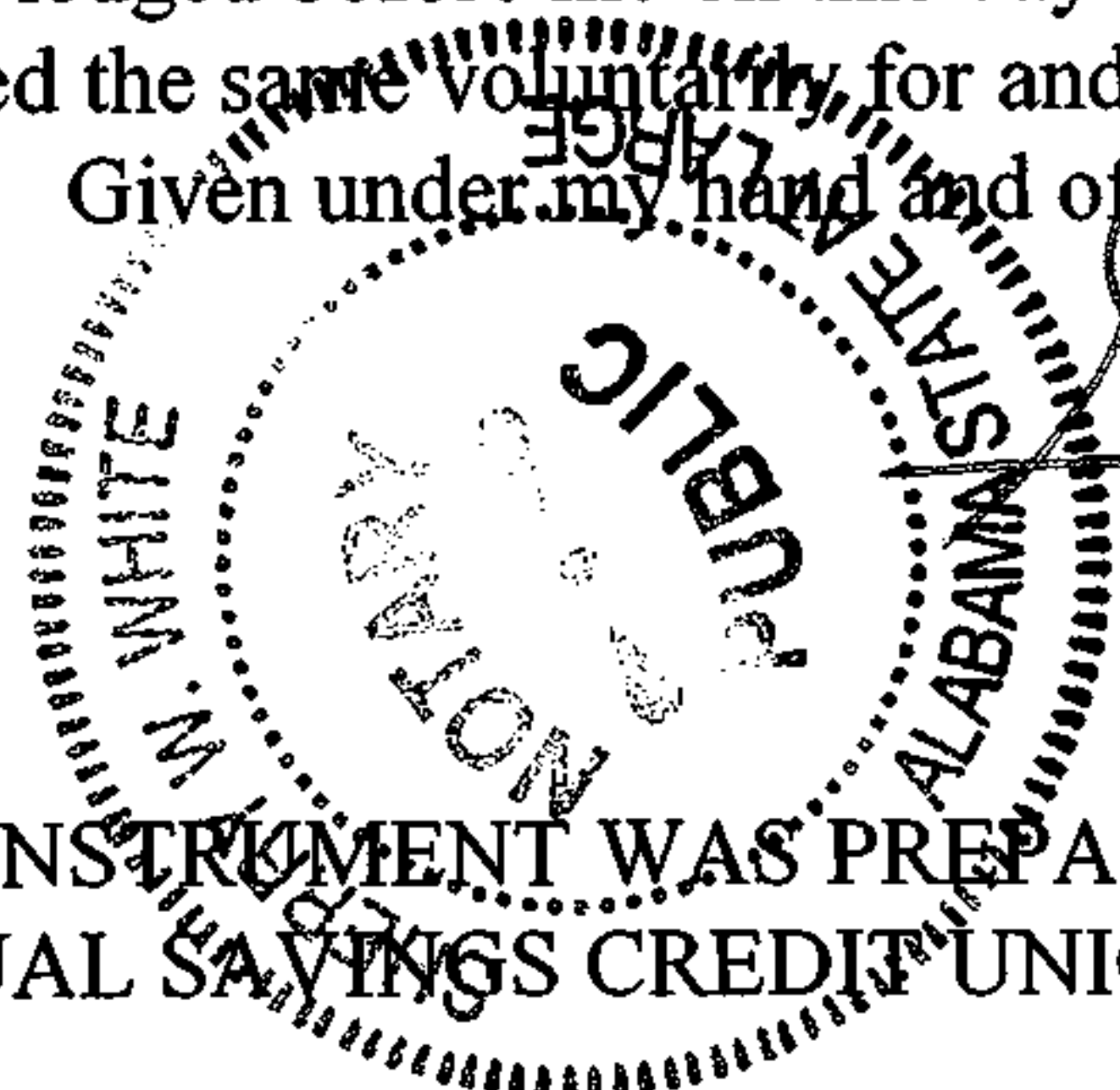
The Lender has duly executed this Agreement on September 28, 2017.

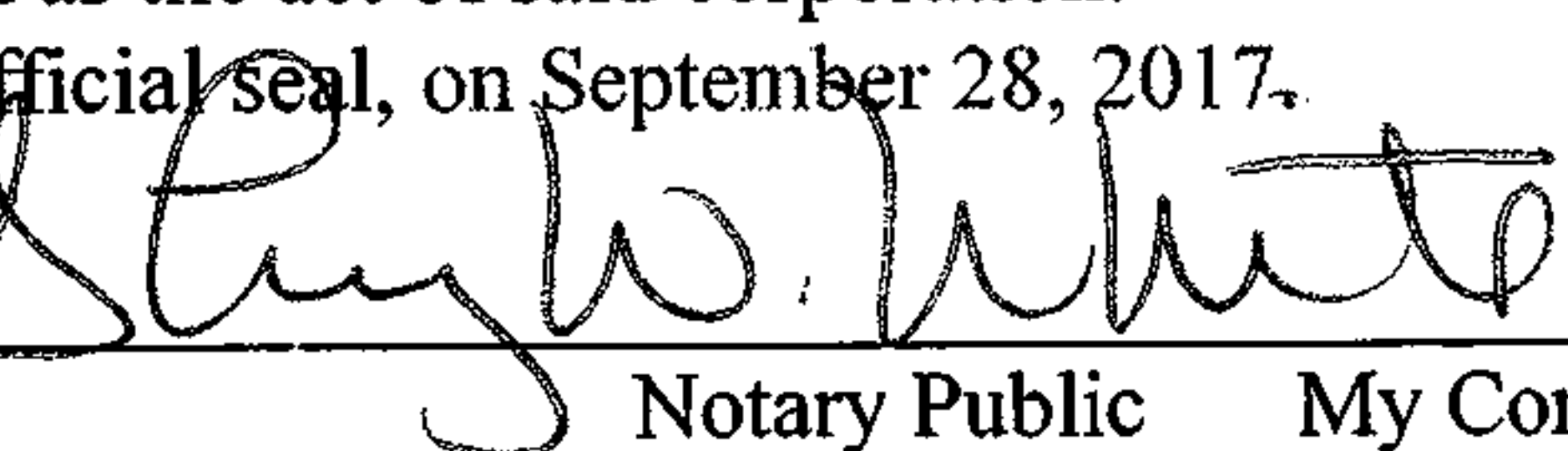

JEFF GRAHAM, VP OF LENDING SERVICE
MUTUAL SAVINGS CREDIT UNION

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 September 28, 2017.




Notary Public

My Commission Expires: 3-16-20

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



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
10/23/2017 03:33:06 PM
\$15.00 CHERRY
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