



RETURN TO: 3540244
EPIC REAL ESTATE SOLUTIONS
2000 CLIFF MINE ROAD
SUITE 500
PITTSBURGH, PA 15275

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made the **22nd day of March, 2013**, between PENTAGON FEDERAL CREDIT UNION, ("Existing Mortgagee") and PENTAGON FEDERAL CREDIT UNION("Pentagon").

WITNESSETH:

WHEREAS, the Existing Mortgagee now owns and holds the following Mortgage, Deed of Trust or Security Deed, ("Existing Security Instrument") and the bond or note secured thereby:

Deed of Trust to secure an indebtedness of **\$35,000.00** made by **James K Scott and Jean D Scott , husband and wife as** dated **June 21, 2010**, recorded **July 12, 2010** as instrument No. **201000712000220620** of official records, among the land records in the **City of Helena , Shelby County , Commonwealth of Alabama**, covering the premises described herein in Exhibit A(the "Premises").

WHEREAS, the present owner of the Premises is about to execute and deliver to Pentagon, a Mortgage, Deed of Trust or Security Deed, (New Security Instrument) to secure the principal sum of **\$165,000.00** and interest, covering the Premises and more fully described in said Security Instrument; and

WHEREAS, Pentagon has refused to accept the New Security Instrument from **James K Scott and Jean D Scott**, unless the Existing Security Instrument is subordinated to the New Security Instrument.

NOW, THEREFORE, in consideration of the Premises and to induce Pentagon to accept the New Security Instrument and also in consideration of one dollar paid to the Existing Mortgagee, the receipt of which is hereby acknowledged, the Existing Mortgagee hereby covenants and agrees with Pentagon that the Existing

Security Instrument be, is and shall continue to be subject and subordinate to the New Security Instrument in the amount of \$165,000.00 about to be delivered to Pentagon, and to all advances made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fees for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Existing Mortgagee.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Existing Mortgagee has duly executed this agreement the day and year first above written.

IN PRESENCE OF:

PENTAGON FEDERAL CREDIT UNION

Ashley Gudemann

[Signature]
Title: Assistant Treasurer

STATE OF Nebraska)
COUNTY OF Douglas)

SS:

I HEREBY CERTIFY, that on this 22nd day of March, 2013, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Susan Hamilton, the Asst. Treasurer of PENTAGON FEDERAL CREDIT UNION, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, on behalf of PENTAGON FEDERAL CREDIT UNION.



Elsa L. Vera
Notary Public

My commission expires: 10/10/14



20130410000147880 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/10/2013 12:34:02 PM FILED/CERT

SCHEDULE A

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 16, ACCORDING TO THE SURVEY OF OAK PARK HIGHLANDS, SECTOR 3, AS RECORDED
IN MAP BOOK 26, PAGE 136, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 12 6 13 0 000 001.024

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: DREAM HOUSE, L.L.C.
GRANTEE: JAMES K. SCOTT AND JEAN D. SCOTT, AS JOINT TENANTS WITH RIGHTS
OF SURVIVORSHIP
DATED: 05/29/2002
RECORDED: 06/12/2002
DOC#/BOOK-PAGE: 20020612000277630

ADDRESS: 1617 OAK PARK DRIVE, HELENA, AL 35080

END OF SCHEDULE A

