

SUBORDINATION AGREEMENT
(Real Property)

STATE OF ALABAMA)
COUNTY OF SHELBY)

This Subordination of Mortgage is executed this 18 day of APRIL, 2013 by Alabama Telco Credit Union (hereinafter referred to as "Alatelco").

WHEREAS Alatelco is the owner and holder of that certain mortgage dated March 10, 2011, from Mohammed Saleem and Nabiha Yusuf to Alatelco and filed for record on April 4, 2013, recorded in instrument # 20130404000140070 in the Probate Office of Shelby County, Alabama, said property being more particularly described as follows:

Lot 9 according to the Map of Bent River Estates, Phase I, as recorded in Map Book 17, Page 135, in the Probate Office of Shelby County, Alabama.

WHEREAS, Fidelity Bank d/b/a/ Fidelity Bank Mortgage (hereinafter referred to as Fidelity). and/or its successors and assigns is making a loan to Mohammad Saleem and Nabiha Yusuf in the amount of One Hundred Eighteen Thousand Dollars and 00/100, (\$118,000.00), said loan being secured by a mortgage filed for record on 4/29/13 in instrument # 20130429000172470 which encumbers the above described real property.

WHEREAS, Fidelity and/or its successors and assigns as a condition for making a first mortgage loan requires Alatelco to subordinate the lien of its mortgage in the amount of Fifty Thousand Dollars and 00/100 (\$50,000.00).

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, Alatelco does hereby subordinate the lien of the existing Alatelco security instrument to the lien of the Fidelity security instrument, so that the Fidelity security Instrument shall be deemed to convey title to Fidelity to said property superior to the existing Alatelco security instrument and superior to the indebtedness secured by said existing Alatelco security instrument. Alatelco specifically acknowledges and agrees that the priority of the security interests of Alatelco and Fidelity in the named property shall be governed by this Subordination Agreement and not by the order in which the existing Alatelco security instrument and the Fidelity security instrument are or were dated, filed or recorded. Nothing contained herein or otherwise shall preclude Alatelco from demanding strict compliance by borrower with the terms and conditions of the existing Alatelco security instrument, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms set forth in this Subordination Agreement. Without the prior written consent of Fidelity, Alatelco shall not exercise any collection rights with respect to the property, will not foreclose under the existing Alatelco security instrument or exercise any power of sale thereunder or take any other collection action with respect to the property and Fidelity's security interest therein.

Fidelity's rights under the Fidelity security instrument may be exercised without notice to or consent by Alatelco Fidelity may take such action regarding the borrower, the indebtedness of the borrower to Fidelity, including, without limitation, extensions, renewals or restructuring of any indebtedness of borrower to Fidelity all without notice to or consent of Alatelco, and without affecting the superiority of Fidelity's lien on the property evidenced by this Subordination Agreement. The existing Alatelco security agreement shall be hereby made subordinate, inferior, and subject in every respect to that lien of Fidelity and/or its successors and assigns which encumbers the above described property provided, however, that the subordination is limited to the amount of One Hundred Eighteen Thousand Dollars and 00/100 (\$118,000.00).



20130429000172480 1/2 \$16.00
Shelby Cnty Judge of Probate, AL
04/29/2013 11:54:59 AM FILED/CERT

Alatelco warrants and represents to Fidelity that Alatelco shall not transfer or assign the existing Alatelco security agreement or any interest therein unless either (i) Alatelco has obtained the express written consent of Fidelity, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of the Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Alatelco causes such acknowledgement to be recorded in the real estate records in the Probate Office in the county where the property is located.

This Subordination Agreement shall be binding upon Alatelco and the heirs, personal representatives, successors and assigns of Alatelco and shall inure to the benefit of Fidelity its successors assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Fidelity security instrument.

Alatelco agrees to execute and deliver to Fidelity any further documents or instruments as specified by Fidelity to confirm or acknowledge the subordination of the Alatelco existing security instrument to the Fidelity security instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

ALABAMA TELCO CREDIT UNION

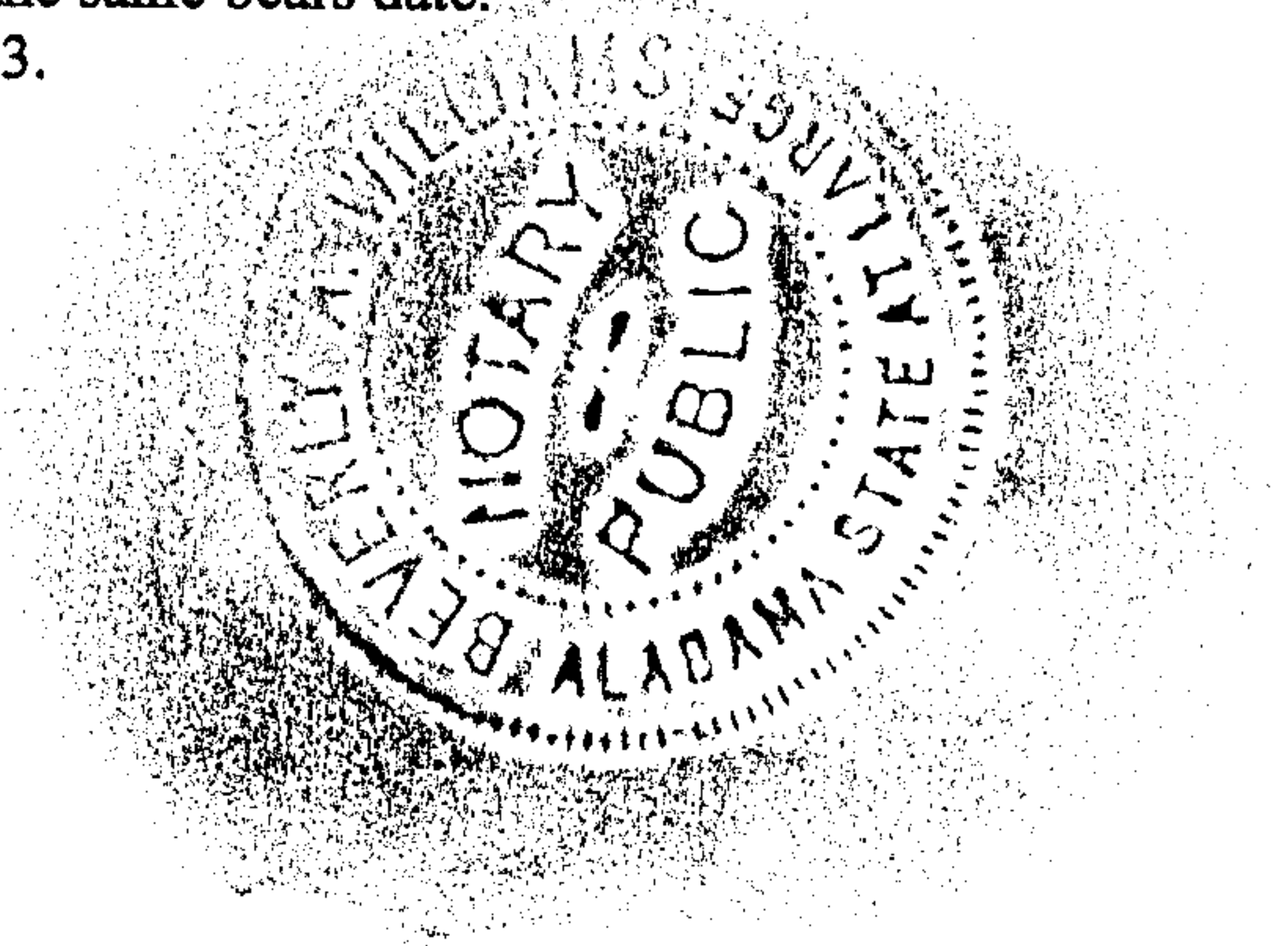
By: William R Chancellor
Its: SVP Lending + Collection

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that William R Chancellor whose name as SVP Lending + Collection of Alabama Telco 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 content of said instrument as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date. Given my hand and official seal this 9 day of April, 2013.

Benny Williams
NOTARY PUBLIC

My commission expires 6-1-2016



This Instrument Prepared By:
Charles E Davis, Jr.
Attorney at Law
2820 Columbiana Road
Birmingham, Alabama 35216
(205) 823-9992

20130429000172480 2/2 \$16.00
Shelby Cnty Judge of Probate, AL
04/29/2013 11:54:59 AM FILED/CERT