

PREPARED BY: TRIMMER, ATCHISON AND HAYLEY, P.C.
22 Inverness Center Parkway, Suite 210, Birmingham, Alabama 35242

225 SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 11th day of December, 1991,
between AmSouth Bank, N.A. of Jefferson County, Alabama, and APCO Employees
Credit Union of Jefferson County, Alabama.

Property Description

WHEREAS, L. Edward Gilham and wife, May Henson Gilham are the recorded
owners of all right, title and interest in real property located in Shelby
County, Alabama described as follows:

Lot 3 in Block 5, according to the Amended Map of Wyngate, First Sector as
recorded in Map Book 11, page 81, in the Probate Office of Shelby County,
Alabama and amended in Map Book 12, Page 1.

Senior Lien

AND WHEREAS, AmSouth Bank, N.A. are the holders of a lien for
Twenty-Five Thousand Dollars and no/100 (\$25,000.00) on said property by virtue
of that certain Mortgage Deed from L. Edward Gilham and wife, May Henson Gilham
to AmSouth Bank, N.A. filed for record 11/06/89 in Real Volume 264, page 774, in
the Probate Office of Shelby County, Alabama, which said lien is presently
secured upon the said Premises, giving certain rights to AmSouth Bank, N.A..

Subsequent Mortgage

AND WHEREAS, a Mortgage was given by the said L. Edward Gilham and
wife, May Henson Gilham to APCO Employees Credit Union for Two Hundred
Twenty-Five Thousand Dollars and no/100 (\$225,000.00) dated the 16th day of
December, 1991 and intended to be forthwith recorded as aforesaid, which
said Mortgage is secured on the Premises hereinabove described;

Intent to Subordinate

AND WHEREAS, it is the desire and intention of the parties hereto to
subordinate the lien and operation of the lien first above-recited, for the full
balance thereof, to the lien and operation of the Mortgage second above-recited,
so that the said Mortgage second above-recited shall and will become a lien upon
the said Premises and the lien first above-recited shall be subordinated thereto
in every manner whatsoever ;

Consideration and Subordination

NOW WITNESS: That the parties hereto, intending to be legally bound
hereby, in consideration of the Premises and of the advantages to be derived
from these presents, as well in consideration of the sum of \$10.00 lawful money
of the United States of America, each to the other well and truly paid at and
before the sealing and delivery of these presents, receipt whereof is hereby
acknowledged, agree that the said lien first above recited, secured upon the
Premises as therein described shall be, and the same is by these presents, made
junior in lien and subordinated to the lien and operation of the said Mortgage
second above-recited to be given and executed by L. Edward Gilham and wife, May
Henson Gilham to APCO Employees Credit Union as aforesaid, secured upon the
Premises herein described.

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Cambridge Title

Default

In the event of default under any of the terms or conditions of the said subordinated lien, resulting in foreclosure proceedings thereon, or on the accompanying note, such proceedings shall be especially advertised as being under and subject to the lien and payment of the said Mortgage given and executed by L. Edward Gilham and wife, May Henson Gilham to APCO Employees Credit Union dated the 16th day of December, 1991, in the principal sum of Two Hundred Twenty-Five Thousand Dollars and no/100 (\$225,000.00).

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 11th day of December, 1991.

WITNESS

Alvin H. Elbert

WITNESS

Cynthia D. McKelvey

WITNESS

[Signature]

WITNESS

[Signature]

POSTPONING PARTY

AmSouth Bank, N.A.

By: Faye Ganey
Its: Vice President

SUBSEQUENT MORTGAGEE

APCO Employees Credit Union

By: Lee Reel
Its: Supervisor

MORTGAGOR

L. Edward Gilham
L. Edward Gilham

May Henson Gilham
May Henson Gilham

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public, hereby certify that Faye Ganey whose name as Vice President of AmSouth Bank, N.A. is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand this 11th day of December, 1991.

Dorinda D. Cohen
Notary Public

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that Lee Reid whose name as Superior of the APCO Employees Credit Union is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he/she, as such officer and with full authority, executed the same voluntarily on the date the same bears date.
Given under my hand this 11th day of December 1991.

Julie L. Gagnier
Notary Public

My commission expires: 10-8-94

ACKNOWLEDGEMENT

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that L. Edward Gilham and wife, May Henson Gilham, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, they have executed the same voluntarily on the date the same bears date.
Given under my hand this 16th day of December, 1991.

[Signature]
Notary Public

My commission expires: 12/29/94

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 JAN -6 AM 9:40

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mig. Tax	\$	
3. Recording Fee	\$	7.50
4. Indexing Fee	\$	5.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	13.50