

STATE OF ALABAMA  
SHELBY COUNTY

GENERAL SUBORDINATION AGREEMENT

WHEREAS, Roger M. Hale and wife, Mary A. Hale (hereinafter referred to as the "Borrower, whether one or more) has applied to Colonial Bank, its successors and/or assigns, for a loan in the amount of \$93,000.00, to be secured by a mortgage on the property described as follows:

Commence at the northwest corner of the NE 1/4 of SE 1/4, Section 25, Township 21 South, Range 1 West; thence proceed South 89 degrees 03 minutes 30 seconds West (MB) along the north boundary of the NW 1/4 of SE 1/4 and NE 1/4 of SW 1/4, Section 25, Township 21 South, Range 1 West, for a distance of 2285.43 feet to a point on the west right of way line of Washington Street; thence turn an angle of 100 degrees 18 minutes to the left and proceed South 11 degrees 14 minutes 30 seconds East (MB) along the said west right of way line of Washington Street, a distance of 1295.51 feet to the point of intersection with the south right of way line of Bolton Lane; thence turn an angle of 100 degrees 18 minutes to the right and proceed South 89 degrees 03 minutes 30 seconds West (MB) along the said south right of way line of Bolton Lane, a distance of 1011.95 feet to the point of beginning of the lot herein described (being also the northwest corner of the J.L. Ray lot); thence turn an angle 90 degrees 00 minutes to the left and proceed along the west boundary of the J.L. Ray lot, a distance of 200 feet to a point; thence turn an angle of 90 degrees 00 minutes to the right and proceed a distance of 200.0 feet to a point, thence turn an angle of 90 degrees 00 minutes to the right and proceed a distance of 199.85 feet to a point on the south right of way line of Bolton Lane; thence proceed easterly along the said south right of way line of Bolton Lane and along the arc of a 3 degrees 03 minutes curve to the right (radius of 1879.86 feet) for a distance of 73.40 feet to a point; thence proceed North 89 degrees 03 minutes 30 seconds East (MB) along the South right of way line of Bolton Lane, a distance of 126.64 feet to the point of beginning. The above described lot is lying in the NW 1/4 of SW 1/4 and SW 1/4 of SW 1/4, Section 25, Township 21 South, Range 1 West, being situated in Shelby County, Alabama.

WHEREAS, APCO Employees Credit Union has a lien or other interest in said property, which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to said Colonial Bank; and

WHEREAS, said Colonial Bank, is unwilling to make the requested loan to the Borrower unless the lien or other interest in said property is subordinated to the mortgage to be executed by the Borrower to said Colonial Bank.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce said Colonial Bank, to make the requested loan to the Borrower, the undersigned, APCO Employees Credit Union, hereby agrees as follows:

APCO Employees Credit Union hereby subordinates to the mortgage to be executed by the Borrower to Colonial Bank, its successors and/or assigns, all right, title and interest of the undersigned in and to the above described

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property, situated in Shelby County, Alabama, to-wit:

All rights under Home Equity Line of Credit Mortgage recorded in Real Record 338, Page 88, on the above described property, which is recorded in the Probate Office of Shelby County, Alabama.

including, without limitation, any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 3<sup>rd</sup> day of September, 1993.

APCO Employees Credit Union

V. Merrill Mann

by: V. Merrill Mann, its Vice-President

STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared V. Merrill Mann, whose name as Vice-President of 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 conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 3<sup>rd</sup> day of September, 1993.

James A. Prentiss  
Notary Public

My commission expires:

9-25-95

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