

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this DECEMBER 4, 1996, between ARTHUR N. WIMBERLY AND WIFE, CARIE LANE JOHNSON WIMBERLY of SHELBY County, Alabama, and APCO EMPLOYEES CREDIT UNION of JEFFERSON County, Alabama.

Property Description

WHEREAS, ARTHUR N. WIMBERLY AND WIFE, CARIE LANE JOHNSON WIMBERLY own all right, title and interest in real property described as follows:

LOT 303, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Senior Lien

AND WHEREAS, APCO EMPLOYEES CREDIT UNION is the holder of a lien for ARTHUR N. WIMBERLY AND WIFE, CARIE LANE JOHNSON WIMBERLY on said property by virtue of that certain Mortgage Deed from ARTHUR N. WIMBERLY AND WIFE, CARIE LANE JOHNSON WIMBERLY to APCO EMPLOYEES CREDIT UNION, filed for record DECEMBER 12, 1995 in INSTRUMENT #1996-01156, in the Probate Office of SHELBY County, Alabama, which said lien is presently secured upon the said Premises, giving certain rights to APCO EMPLOYEES CREDIT UNION.

Subsequent Mortgage

AND WHEREAS, a Mortgage was given by the said ARTHUR N. WIMBERLY AND WIFE, CARIE J. WIMBERLY to APCO EMPLOYEES CREDIT UNION for \$192,000.00, dated DECEMBER 4, 1996 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 ARTHUR N. WIMBERLY AND WIFE, CARIE LANE JOHNSON WIMBERLY to APCO EMPLOYEES CREDIT UNION as aforesaid, secured upon the Premises herein described.

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 ARTHUR N. WIMBERLY AND WIFE, CARIE J. WIMBERLY to APCO EMPLOYEES CREDIT UNION ON DECEMBER 4, 1996, in the principal sum of \$192,000.00.

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 on DECEMBER 4, 1996.

WITNESS

Ann Howard

WITNESS

Ann Howard

Magic City

SENIOR LIENHOLDER

APCO EMPLOYEES CREDIT UNION

By: V. Merrill Mann

SUBSEQUENT MORTGAGEE

APCO EMPLOYEES CREDIT UNION

By: V. Merrill Mann

Inst • 1997-05341

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02/20/1997-05341
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11.00
002 HCD

WITNESS

Ann Howard

Ann Howard

WITNESS

MORTGAGORS

ARTHUR N. WIMBERLY

CARIE J. WIMBERLY

ACKNOWLEDGEMENTS

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that APCO EMPLOYEES CREDIT UNION, whose name as Vice President of APCO EMPLOYEES CREDIT UNION, a corporation, 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 7th day of FEBRUARY, 1997

[Signature]
Notary Public

My commission expires: 3-14-2000

STATE OF ALABAMA)
COUNTY OF SHELBY)

I, the undersigned Notary Public, hereby certify that V. MERRILL MANN whose name as Vice President of the APCO EMPLOYEES CREDIT UNION, a 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 4th day of FEBRUARY, 1997

[Signature]
Notary Public

My commission expires: 3-14-2000

STATE OF ALABAMA
COUNTY OF SHELBY

I, the undersigned Notary Public, hereby certify that ARTHUR N. WIMBERLY AND WIFE, CARIE J. WIMBERLY, whose name is/are signed to the foregoing conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, he/she/they has/have executed the same voluntarily on the date the same bears date.

Given under my hand on DECEMBER 4, 1996.

[Signature]
Notary Public

My commission expires: 8/24/99

Inst # 1997-05341

02/20/1997-05341
08:18 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00