

PREPARED BY: Sunny Henderson, Trimmier Law Firm, 22 Inverness Center Parkway, Suite 210, Birmingham, Alabama 35242

SUBORDINATION AGREEMENT

20020719000338850 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
07/19/2002 14:41:00 FILED/CERTIFIED

THIS AGREEMENT is made this June 05, 2002, between Anthony S. Kirk and wife, Rena B. Kirk of Shelby County, Alabama, and APCO Employees Credit Union of Birmingham, Alabama.

Property Description

WHEREAS, Anthony S. Kirk and wife, Rena B. Kirk own all right, title and interest in real property described as follows:

LOT 32 SURVEY OF HICKORY RIDGE AS RECORDED IN MAP BOOK 11, PAGE 59 AND AMENDED IN MAP BOOK 11, PAGE 79 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Senior Lien

AND WHEREAS, APCO Employees Credit Union is the holder of a lien for \$21,000.00 on said property by virtue of that certain Mortgage Deed from Anthony S. Kirk and wife, Rena B. Kirk to APCO Employees Credit Union, filed for record April 26, 1988 in Book 181, page 461, 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 Anthony S. Kirk and wife, Rena B. Kirk to APCO Employees Credit Union for \$80,000.00, dated June 05, 2002 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 Anthony S. Kirk and wife, Rena B. Kirk 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 Anthony S. Kirk and wife, Rena B. Kirk to APCO Employees Credit Union ON June 05, 2002, in the principal sum of 80,000.00.

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 June 05, 2002.

WITNESS

SENIOR LIENHOLDER
APCO Employees Credit Union

By: 

Preferred Title Agency Inc.

My commission expires: 03-26-2005