

SUBORDINATION AGREEMENT



20030129000054500 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
01/29/2003 13:01:00 FILED/CERTIFIED

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement, made and entered into on this the 17th day of JANUARY 2003, by and between: ALABAMA TELCO CREDIT UNION, as party of the First Part and ALABAMA TELCO CREDIT UNION party of the Second Part.

WITNESSETH:

That, Whereas, LARRY E. GLOVER AND DEBORAH W. GLOVER have an outstanding lien in favor of: ALABAMA TELCO CREDIT UNION dated the 10TH day of May, 2002, and recorded in the Probate Office of Shelby County, Alabama, in Instrument 2002052900025 Page 3160, on certain real estate described therein to secure an indebtedness of \$ 12,500.00 and said lien is in full force and effect; and

Whereas, LARRY E. GLOVER AND DEBORAH W. GLOVER made an application to the Party of the Second Part for a loan in the sum of \$138,000.00 and said Party of the Second Part is willing to make said loan to the said LARRY E. GLOVER AND DEBORAH W. GLOVER, provided he furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of ALABAMA TELCO CREDIT UNION; and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledge, the said Party of the First Part does hereby agree that the lien of LARRY E. GLOVER AND DEBORAH W. GLOVER dated May 10, 2002 and recorded in Probate Office of Shelby County, Alabama, in Book 2002052900025 at Page 3160 shall be subordinate to the mortgage of ALABAMA TELCO CREDIT UNION.

IT IS FURTHER agreed that should LARRY E. GLOVER AND DEBORAH W. GLOVER default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 17th day of January, 2003.

ALABAMA TELCO CREDIT UNION

BY: William R. Chancellor

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that William R. Chancellor whose named as V.P. Collections and Lending of ALABAMA TELCO 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, the same was executed voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal on this 17th day of January, 2003.

Victoria O. Seal
Notary Public
Commission Expires: 7-18-03

Prepared By: Moseley & Associates, P.C. 3800 Colonnade Parkway, Suite 630, Birmingham, Alabama 35243