PREPARED BY: Amanda M. Gipson, Richard B. McClelland, 300 Office Park Drive, Suite 230, Birmingham, Alabama 35223

CERTIFIED TRUE AND CORRECT
Copy Of Original

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this October 5, 2005, between James R. Gfeller and wife, Lisa A. Gfeller of Shelby County, Alabama, and APCO Employees Credit Union of Birmingham, Alabama and Wachovia Bank, NA.

20060628000310500 1/3 $18.00
Shelby Cnty Judge of Probate,AL
06/28/2006 10:49:54AM FILED/CERT

Property Description

WHEREAS, James R. Gfeller and wife, Lisa A. Gfeller own all right, title and interest in real property described as follows:

LOT 2, ACCORDING TO THE MAP AND SURVEY OF MEADOW BROOK, 12TH SECTOR - 1ST ADDITION AS RECORDED IN MAP BOOK 10, PAGE 99, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SITUATED IN SHELBY COUNTY, ALABAMA

Senior Lien

AND WHEREAS, Wachovia Bank, NA is the holder of a lien for James R. Gfeller and wife, Lisa A. Gfeller on said property by virtue of that certain Mortgage Deed from James R. Gfeller and wife, Lisa A. Gfeller to Wachovia Bank, NA, in the amount of $45,000.00 filed for record August 2, 2002 in Instrument 20020802000360400, in the Probate Office of Shelby County, Alabama, which said lien is presently secured upon the said Premises, giving certain rights to Wachovia Bank, NA.

Subsequent Mortgage

AND WHEREAS, a Mortgage was given by the said James R. Gfeller and wife, Lisa A. Gfeller to APCO Employees Credit Union for $158,000.00, dated October 5, 2005 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 James R. Gfeller and wife, Lisa A. Gfeller 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 James R. Gfeller and wife, Lisa A. Gfeller to APCO Employees Credit Union ON October, 5, 2005, in the principal sum of $158,000.00.

Pref. Title

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 October 5, 2005.

WITNESS

Lisa Serwero

SENIOR LIENHOLDER

Wachovia Bank, NA

By: Jeffrey G. Rackley
Asst. Vice President

WITNESS

Clifford Byrd

SUBSEQUENT MORTGAGEE

APCO Employees Credit Union

By: Jim Prentice

WITNESS

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MORTGAGORS

James R. Gfeller

Lisa A. Gfeller

ACKNOWLEDGEMENTS

STATE OF Virginia
COUNTY OF Roanoke

I, the undersigned Notary Public, hereby certify that Jeffrey G. Rackley, whose name as Asst. Vice President of Wachovia Bank, NA, 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 29th day of September, 2005.

Notary Public
My commission expires:

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public, hereby certify that Jim Prentice whose name as Loan Manager 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 5th day of October, 2005.

Amanda Gipson
Notary Public
My commission expires: 5-22-07

STATE OF ALABAMA
COUNTY OF Jefferson

I, the undersigned Notary Public, hereby certify that James R. Gfeller and wife, Lisa A. Gfeller, 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 this 5th day of October, 2005.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: OCT 21, 2006
BONDED THRU NOTARY PUBLIC UNDERWRITERS

RICHARD B. McCLELLAND
NOTARY
PUBLIC
STATE OF ALABAMA AT LARGE

20060628000310500 3/3 $18.00
Shelby Cnty Judge of Probate, AL
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