## STATE OF ALABAMA COUNTY OF JEFFERSON

## MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT made in the County of Shelby, State of Alabama, on this the 14 day of February, 2008, by and between First Educators Credit Union, an Alabama Credit Union, and Castle Mortgage Corporation (hereinafter "Castle") and its assignees, states as follows:

Whereas, Clarence G. Couch and Aurelia R. Couch, (hereinafter "Borrowers") are the owner of the following described real property located in Shelby County, Alabama, to-wit:

Lot 8, according to the Survey of Timberleaf Townhomes, as recorded in Map Book 21, Page 31, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

Whereas, First Educators Credit Union is the owner of a mortgage executed by and between Borrowers and First Educators Credit Union and recorded in Instrument # 000398030 in the Office of the Judge of Probate of Shelby County, Alabama, on or around August 15, 2006, and covering the real property described above, and First Educators Credit Union is the owner of the promissory note associated herewith and referenced in said mortgage for an amount of \$10,000.00; and,

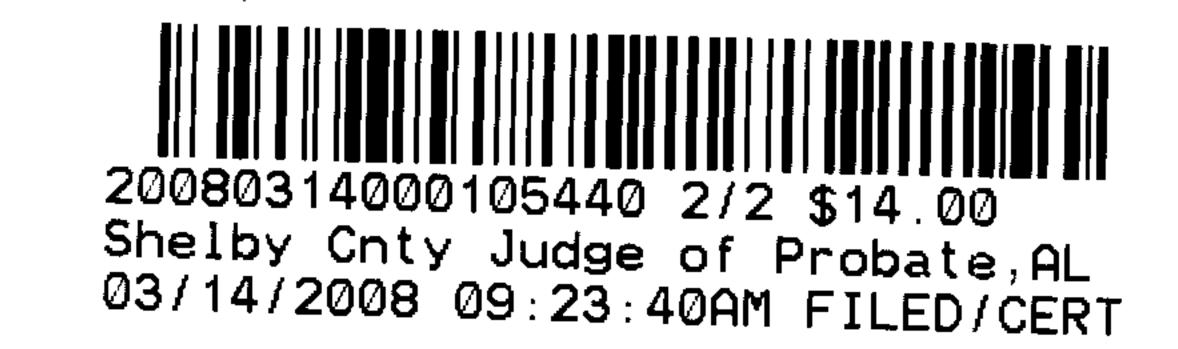
Whereas, Borrowers have indicated to First Educators Credit Union and Castle their desire that First Educators Credit Union and Castle enter into this Agreement; and,

Whereas, Castle has made a loan on such premises and upon the condition that the said First Educators Credit Union shall subordinate the lien of its mortgage to the amount loaned by Castle, and its assignees, and as evidenced by the note and mortgage executed by the Borrowers and Castle;

**NOW THEREFORE**, in consideration of the sum on One Dollar, in hand paid by each of the parties hereto to the other, the receipt of such is hereby acknowledged and of other good and valuable consideration, and in order to induce Castle to make the said loan and subordinate the said mortgage of First Educators Credit Union, it is mutually agreed as follows:

- 1. That First Educators Credit Union consents to and with Castle and the said Borrowers, that the lien of its mortgage as hereinabove referenced is now and shall continue to be subject and subordinate to the lien of the mortgage made to Castle, in the amount of \$87,500.00, dated the 14 day of February, 2008, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, at 20080314000105430 \_\_\_\_\_\_, and to all advances heretofore made thereon (and all such advances may include all fees, expenses and disbursements incurred for all incidentals in procuring, placing and recording said mortgage), provided all such advances do not exceed the sum of \$87,500.00.
- 2. That this agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of Castle, its successors and assigns.

IN WITNESS WHEREOF, all parties to the Agreement have caused this agreement to be signed, thereunto duly authorized, duly attested all on this the /4 day of February, 2008.



## FIRST EDUCATORS CREDIT UNION An Alabama Credit Union

(SEAL)

By: Jua Wille Its: Officer

## STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that Lines, whose name as Officer of FIRST EDUCATORS CREDIT UNION, a CREDIT UNION, is signed to the foregoing Mortgage Subordination Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said CREDIT UNION on the day the same bears date.

Given under my hand and seal this/	day of February, 2008.
	Dea L. Assein
	Motary Public
	My Commission Expires: 11-24-28
	Castle Mortgage Corporation
	An Alabama Corporation
(SEAL)	
	By:
	Its: Officer
STATE OF	
COUNTY OF	
I, the undersigned, a Notary Public in an	d for said County and State, do hereby
certify that, whose nar	
Mortgage Corporation, an Alabama Corporation	
Subordination Agreement and who is known to	
that, being informed of the contents of said instr	
full authority, executed the same voluntarily for	and as the act of said Castle Mortgage
Corporation on the day the same bears date.	
Given under my hand and seal this	day of February, 2008.
	Notary Public
	My Commission Expires:

INSTRUMENT PREPARED BY:
Hallie L. Leavell
Leavell & Associates Attenders at Leave I

Leavell & Associates, Attorneys at Law, L.L.C. 903 Main Avenue, Suite A Northport, AL 35476 (205) 248-0053

FOR RECORDING ONLY: