

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this November 20, 2008, between Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman of Shelby County, Alabama, and APCO Employees Credit Union of Birmingham, Alabama.

Property Description

WHEREAS, Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman own all right, title and interest in real property described as follows:

LOT 44, ACCORDING TO THE SURVEY OF QUAIL RIDGE SUBDIVISION, AS RECORDED IN MAP BOOK 22, PAGE 35 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA. SITUATED IN 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 Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman to APCO Employees Credit Union, filed for record in Real Instrument No. 20050207000059520, 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 Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman to APCO Employees Credit Union for \$275,000.00, dated November 20, 2008 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 Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman 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 Lynn Hightower-Moore and husband, Paul Kevin Moore and Esther L. Hightower, an unmarried woman to APCO Employees Credit Union ON November 20, 2008, in the principal sum of 275000.

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 November 20, 2008.



WITNESS

SENIOR LIENHOLDER  
APCO Employees Credit Union

By: \_\_\_\_\_

WITNESS

SUBSEQUENT MORTGAGEE  
APCO Employees Credit Union

By: \_\_\_\_\_

WITNESS

MORTGAGORS

  
Lynn Hightower-Moore

  
Paul Kevin Moore

  
Esther L. Hightower

### ACKNOWLEDGEMENTS

STATE OF Alabama  
COUNTY OF Jefferson

I, the undersigned Notary Public, hereby certify that \_\_\_\_\_, whose name as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned Notary Public, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ 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 \_\_\_\_\_ day of \_\_\_\_\_, 2008.


\_\_\_\_\_  
Notary Public  
My commission expires:

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned Notary Public, hereby certify that Lynn Hightower-Moore and husband, Paul Kevin Moore, and Esther L. Hightower, an unmarried woman 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 November 20, 2008.

  
Notary Public  
My commission expires: 3/20/2010

  
20081217000468280 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
12/17/2008 01:23:53PM FILED/CERT