PREPARED BY: Shannon E. Price, Esq. - P. O. Box 19144, Birmingham, AL 35219

### SUBORDINATION AGREEMENT

THIS AGREEMENT is made this February 05, 2009, between Lynn Hightower-Moore and husband, Paul Kevin Moore of Shelby County, Alabama, and APCO Employees Credit Union of Birmingham, Alabama.

# Property Description

WHEREAS, Lynn Hightower-Moore and husband, Paul Kevin Moore 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 \$39,000.00 on said property by virtue of that certain Mortgage Deed from Lynn Hightower-Moore and husband, Paul Kevin Moore to APCO Employees Credit Union, filed for record August 2, 2005 in Instrument No. 20050802000388580, 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 to APCO Employees Credit Union for \$275,000.00, dated February 05, 2009 and intended to be forthwith recorded as aforesaid, which said Mortgage is secured on the Premises hereinabove described;

Inst. 20090224000065450

# 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

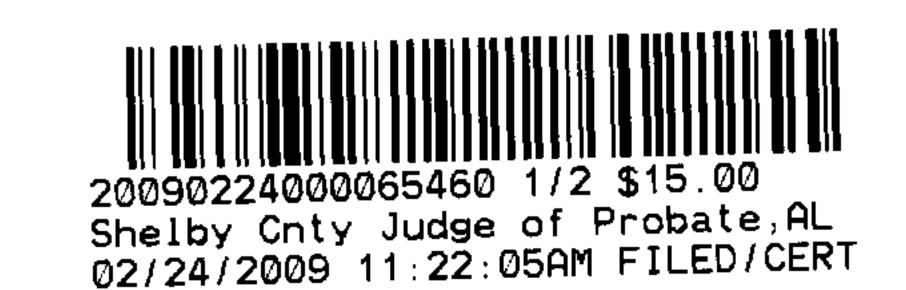
NOW WITNESS: That the parties hereto, intending to be legally bound hereby, in consideration of the Premises and of the advantages to be derived from these presents, as well in consideration of the sum of \$10.00 lawful money of the United States of America, each to the other well and truly paid at and 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 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 to APCO Employees Credit Union ON February 05, 2009, 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 February 05, 2009.



WITNESS		SENIOR LIENHOLDER
		APCO Employees Credit Union
	<u>""</u>	Jame Phentie
		By: [/ COBN Mgr
WITNESS		SUBSEQUENT MORTGAGEE
		APCO Employees Credit Union
		Carlos Land
		By: Low Man
WITNESS		MORTGAGORS
···	·	Wynn Hightower Moore
		Yynn Hightower-Moore
	<del></del>	Paul Kevin Moore
Entale Hogh	MULLE	WLEDGEMENTS
STATE OF Alcher COUNTY OF Jeffer		WEDDODIVIDIVIS
the foregoing conveyance of the contents of the foregoing voluntarily on the date the	e, and who is known to m regoing conveyance, he/sh	ertify that Jin Pratice, whose 1-yes CNIH (Insert), a corporation, is signed to be, acknowledged before me on this day that, being informed be, as such officer and with full authority, executed the same
Notary Public		
My commission expires:	3.27.2010	
STATE OF ALABAMA COUNTY OF Jeffer	) Z-s	
conveyance, and who is keeper date the same hears do	of the APCO Employees known to me, acknowledge ance, he/she, as such offic	by certify that Jim Pintice whose name as Credit Union, a credit union, is signed to the foregoing ed before me on this day that, being informed of the contents for and with full authority, executed the same voluntarily on brane, 2009
Notary Public		
My commission expires:	3-27-2010	
STATE OF ALABAMA COUNTY OF Jefferson		

I, the undersigned Notary Public, hereby certify that Lynn Hightower-Moore and husband, Paul Kevin Moore, 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 February 05, 2009.

Notary Public My commission expires: 3-28 -/0



Shelby Cnty Judge of Probate, AL 02/24/2009 11:22:05AM FILED/CERT