

SUBORDINATION AGREEMENT

20090424000152110 1/1 \$12.00
Shelby Cnty Judge of Probate, AL
04/24/2009 02:51:17PM FILED/CERT

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement made and entered into on this the 14th day of April, 2009, by and between: ALABAMA TELCO CREDIT UNION., as party of the First Part and FIRST FEDERAL BANK, party of the Second Part.

WITNESSETH:

That, Whereas, FREDDIE JACK WILLIAMSON, has an outstanding lien in favor of: ALABAMA TELCO CREDIT UNION dated the 25th day of JUNE, 2008, and recorded in Instrument 20080722000294410 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$10,000.00.

Whereas, FREDDIE JACK WILLIAMSON has/have made an application to the Party of the Second Part for a loan in the sum of \$106,000.00 and said Party of the Second Part is willing to make said loan to the said, provided they 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 FIRST FEDERAL BANK.

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, ALABAMA TELCO CREDIT UNION dated the 25th day of JUNE, 2008, recorded in Instrument 20080722000294410 in the Probate Office of Shelby County, Alabama, shall be subordinate to the mortgage of FIRST FEDERAL BANK dated 20090424000152110 and recorded 20090424000152110 in the Probate Office of Shelby County Alabama.

IT IS FURTHER agreed that should FREDDIE JACK WILLIAMSON 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 14th day of AORIL, 2009

ALABAMA TELCO CREDIT UNION
BY: William R. Chavell
ITS Senior Vice President

STATE OF Alabama
COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said county and state, hereby certify that William R. Chavell whose named as Senior Vice President 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 14th day of APRIL, 2009.

Shannon L. Porter
Notary Public
Commission Expires: 06/22/2009

Prepared By: The Snoddy Law Firm, LLC, 2871 Acton Road, Suite 201, Birmingham, Alabama 35243