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10-55/308-36	Above
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CLEARWATER, FL 33759-9973	)
2605 ENTERPRISE ROAD STE#200	)
RECORDING DIVISION	)
TRANSCONTINENTAL TITLE CO.	<i>)</i>
RETURN TO:	í
	)
TCT#: 1162144	)
After Recording Return to:	)

SUBORDINATION AGREEMENT

(2-2)

-----Above This Line Reserved For Official Use Only------

tat# 232101001001074

ALABAMA TELCO CREDIT UNION with a business mailing address of 1849 Data Drive, Birmingham, Alabama 35236, GRANTOR, is the owner and holder of the following described real estate Mortgage (hereinafter, whether one or more, called "security instrument") covering certain real estate in the County of Shelby, State of Alabama and executed by BEN C. CASEY and GAIL W. CASEY, husband and wife, (hereinafter collectively called "the Borrowers")

DATE OF MORTGAGE
January 17, 2001

RECORDED AS DOCUMENT NO.

2001-04448

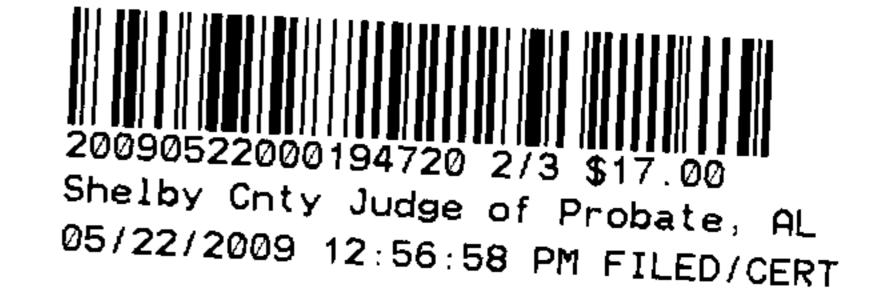
Recorded February 7, 2001

In the amount of: Twenty Five Thousand and 00/100 Dollars (\$25,000.00)

The Borrowers, residing at 113 Summer Crest, Alabaster, Alabama 35007, have executed a Mortgage dated May 13, 2009, to COUNTRYWIDE BANK, FSB, in the amount of Eighty Nine Thousand Five Hundred and 00/100 DOLLARS (\$89,500:00) (Loan #203391897) (hereinafter called "GRANTEE") and has requested that the right, title, and interest of the Grantee acquired by virtue of the Mortgage be paramount and superior to the lien of the Grantor's; Recorded Concurrently here with

THEREFORE, in consideration of the payment of Ten Dollars (\$10.00) to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby waive the priority of its security instrument, and agrees that the Grantee's shall be superior to its security instrument.

Nothing in this agreement operates in any way to release or affect the validity of said security instrument as a lien upon the real estate covered by the security instrument, or affects the priority of the Grantor's lien, except as provided in this agreement in or to the following described real estate, situated in Shelby County, Alabama, to-wit:



## LOT 36 ACCORDING TO THE MAP OF SUMMER BROOK SECTOR 5, PHASE 6 AS RECORDED IN MAP BOOK 23, PAGE 48 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

The legal description was obtained from a previously recorded instrument.

THIS AGREEMENT shall be binding upon the heirs, successors, and assigns of all parties unless terminated by the Grantor and shall remain in full force and effect until the rights of the Grantor to the real estate described in the security instrument are released, or until the rights of the Grantee to the real estate are released, whichever occurs first. Upon the occurrence of either of these evens, this agreement is terminated.

The Grantor has caused this instrument to be signed by its duly authorized officer, pursuant to authority given to him/her on this 145 day of April , 2009.

## ALABAMA TELCO CREDIT UNION

BY: Willia R Chambles Title: SVP Landy & Collection

## ACKNOWLEDGEMENT

litiam K. Chancellon, known to me to be the identical person who executed the within Subordination Agreement, and acknowledge to me that he/she executed the same for the purposes therein sated and acknowledged that its execution is a voluntary act and deed.

Shaunon L. Potter

Notary Public

Commissioned in State at Large, County

My Commission Expires: 04/34/2009

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10-01162144

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED, LYING AND BEING IN THE COUNTY OF SHELBY, AND STATE OF ALABAMA, TO-WIT:

LOT 36 ACCORDING TO THE MAP OF SUMMER BROOK SECTOR 5, PHASE 6 AS RECORDED IN MAP BOOK 23, PAGE 48 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING THE SAME PROPERTY CONVEYED TO BEN C. CASEY AND GAIL W. CASEY, HUSBAND AND WIFE BY DEED FROM DOYAL CONSTRUCTION COMPANY INC. RECORDED 03/25/1999 IN DOCUMENT 199912569, IN THE PROBATE JUDGE'S OFFICE FOR SHELBY COUNTY, ALABAMA.