

This Instrument Prepared by:

Mark C. Nelson  
Attorney at Law  
2216 14<sup>th</sup> Street  
Tuscaloosa, AL 35401  
(205) 349-3449

STATE OF ALABAMA     §  
                                     §  
SHELBY COUNTY         §

**SUBORDINATION AGREEMENT**

This Subordination Agreement is being executed on this the 14<sup>th</sup> day of January, 2010, by Alabama Credit Union.

**W-I-T-N-E-S-S-E-T-H:**

WHEREAS, heretofore Melvin Lane Vines, III and wife, Jeronda D. Vines, (collectively, the "Borrowers") executed on October 7, 2004, a Mortgage to Alabama Credit Union (the "Lender") on the following described real property situated in Shelby County, Alabama, and more particularly described as follows:

Lot 3-A, according to the Resurvey of Lots 1-3, Oakbrooke Estates as recorded in Map Book 25, at Page 46 in the Probate Office of Shelby County, Alabama.

Said Mortgage is of record in the Office of the Judge of Probate of Shelby County, Alabama, at Instrument Number 20041014000567540 (the "Original Mortgage"); and

WHEREAS, Lender has agreed to lend to Borrowers an additional amount of \$125,100.00 (the "New Mortgage"), provided the New Mortgage to Lender is given a first security lien position on the Property;

WHEREAS, Lender has agreed to subordinate its Original Mortgage to the New Mortgage made to Lender.

NOW, THEREFORE, in consideration of the foregoing and in further consideration and as an inducement to Lender to lend the amount of \$125,100.00 to Borrowers, Lender agrees as follows:

1. Lender agrees to and does hereby subordinate the Original Mortgage from Borrowers to Lender as recorded at Instrument Number 20041014000567540, in the Office of the Judge of Probate of Shelby County, Alabama, to that certain New Mortgage from Borrowers to Lender in the principal amount of \$125,100.00, said New Mortgage being recorded at Instrument Number 20100121000021510

2. All notices, requests, demands and other communications hereunder shall be in writing, shall be deemed to have been duly given and delivered upon personal delivery or if mailed, upon depositing such notice in the United States Mail first class postage prepaid to:

If to Lender with regard to Original Mortgage:

Alabama Credit Union  
220 Paul W. Bryant Drive, East  
Tuscaloosa, AL 35401

If to Lender with regard to New Mortgage:

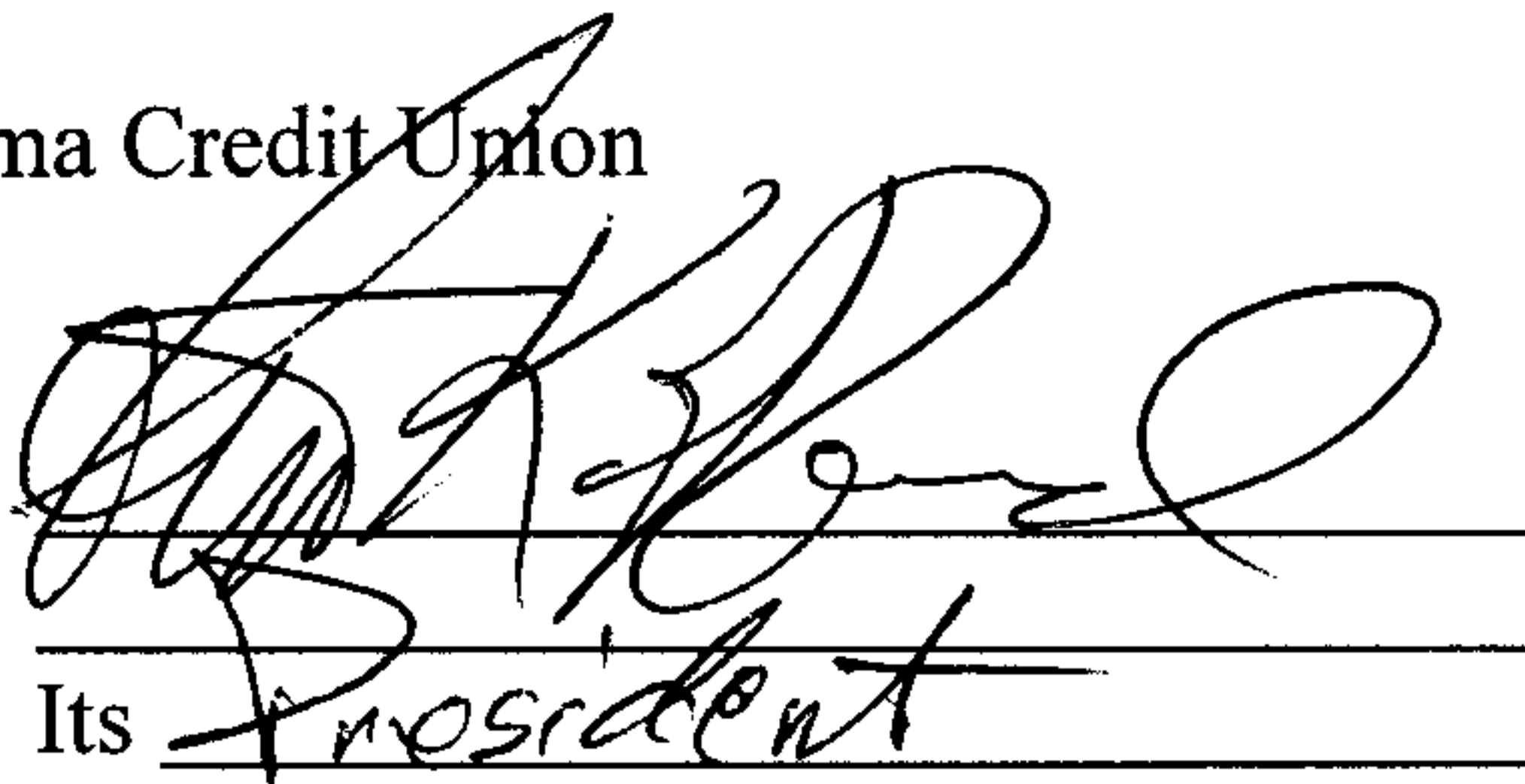
Alabama Credit Union  
220 Paul W. Bryant Drive, East  
Tuscaloosa, AL 35401

Any party may change the address to which notices are to be delivered and such party, by notice given in accordance with this paragraph to the other party.

IN WITNESS WHEREOF, Lender has hereunto set its signature by its duly authorized officer with full authority to be deemed effective on the day and year first above written.

Alabama Credit Union

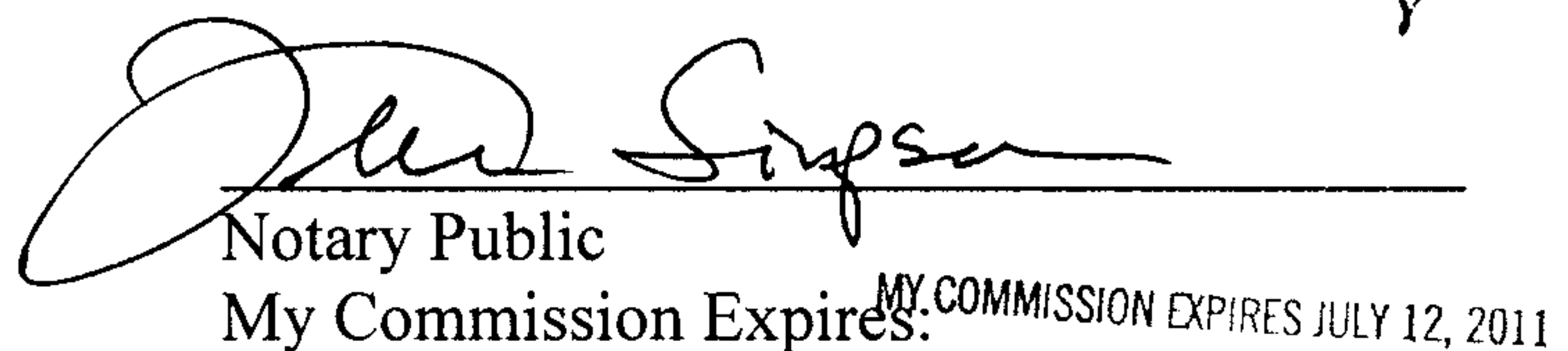
By:

  
Its President

STATE OF ALABAMA §  
§ ss.  
TUSCALOOSA COUNTY §

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Stephen K. Swafford, whose name as President of Alabama Credit Union, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he executed the same voluntarily and with full authority, for and as the act of the said entity, as such Officer on the day the same bears date.

Given under my hand and official seal on this the 14 day of January, 20 10.

  
Notary Public  
My Commission Expires: MY COMMISSION EXPIRES JULY 12, 2011