

THIS INSTRUMENT WAS PREPARED BY:
ACIPCO FEDERAL CREDIT UNION
POST OFFICE BOX 2727
BIRMINGHAM, ALABAMA 35202


20110105000003470 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
01/05/2011 01:23:30 PM FILED/CERT

STATE OF Alabama)
COUNTY OF Shelby)

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 23rd day of November, 2010, by ACIPCO FEDERAL CREDIT UNION (hereinafter referred to as the "Mortgagee") in favor of Fifth-Third Bank / loan # 411456544 (hereinafter referred to as the "Mortgage Company"), its successors and assigns.

WITNESSETH:

WHEREAS, Mortgagee did loan to Robert Scott Norton and Kimberly R. Norton (the "Borrower", whether one or more) the sum of \$30,000.00 (Thirty Thousand), which loan is evidenced by a note dated 01/09/2008, executed by Borrower in favor of Mortgagee, and is secured by a mortgage, deed of trust, security deed, deed to secure debt or other security instrument of even date therewith (the "mortgage") covering the property described therein and recorded in 20080123000031070 in the office of the Judge of Probate in Shelby County, State of Alabama; and to wit:

(legal description) Lot 844, According to The Survey of Eagle Point, 8th Sector, Phase 2, As Recorded in Map Book 25, Page 81 in the Probate Office of Shelby County, Alabama

WHEREAS, Borrower has requested that Fifth-Third Bank, loan # 411456544 lend to (him, her them) the sum of Two Hundred twenty-three thousand dollars (\$223,000) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Fifth-Third Bank and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith; and

WHEREAS, the Mortgage Company has agreed to make the Loan to Borrower, if, but only if, the Mortgage Company mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgagee on the terms set forth below and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the mortgage to the lien or charge of the Mortgage Company on the terms set forth below.

NOW THEREFORE, in consideration of one dollar and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to induce the Mortgage Company to make the Loan above referred

to, Mortgagee agrees as follows:

1. The Mortgage Company mortgage and the note secured by the Mortgage Company mortgage and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Mortgage Company mortgage prior and superior to the lien or charge of the Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the mortgage in favor of the lien or charge of the Mortgage Company, and that it understands that, in reliance upon and in consideration of this waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Mortgage Company which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgagee and the Loan secured by the Mortgage Company, and as to the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.

4. This agreement shall be binding upon the Mortgagee, its successors and assigns and shall inure to the benefit of the Mortgage Company, its successors and assigns.

5. No waiver shall be deemed to be made by mortgagee of any of its rights hereunder unless the same shall be in writing signed on behalf of mortgagee and each such waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Mortgage Company or the obligations of the Borrower or the Mortgagee to the Mortgage Company hereunder in any other respect at any other time.

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

ACIPCO FEDERAL CREDIT UNION
Mortgagee

By: Valerie Garner
Its: Loan Manager

ACKNOWLEDGMENT FOR CORPORATION

STATE OF ALABAMA
JEFFERSON COUNTY

I the undersigned authority, a Notary Public, in and for said county in said state hereby certify that Valerie Garner whose name as Loan Manager



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of ACIPCO Federal Credit Union, a Federally Chartered Credit Union, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, he is informed of the contents of said instrument, and (s)he, upon as such officer, and with full authority, executed the same voluntarily for and as the act of said Credit Union.

Given under my hand and official seal, this 23RD day of NOVEMBER 20 10

Paula Diane Hale
NOTARY PUBLIC

My commission expires: 10/24/2014