

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 15th day of June, 2012, between Victor P. Valentour, Jr. and Amy D. Valentour ("Mortgagor"), APCO Employees Credit Union ("Senior Mortgagee"), and APCO Employees Credit Union, **its Successors and/or Assigns** (Subsequent Mortgagee")

Property Description

WHEREAS, Mortgagor owns all right, title and interest in real property described as follows (the "Property"):

LOT 41, ACCORDING TO THE SURVEY OF WYNLAKE SUBDIVISION, PHASE II, AS RECORDED IN MAP BOOK 20, PAGE 12 A&B IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

SITUATED IN SHELBY COUNTY, ALABAMA

Senior Lien

AND WHEREAS, Senior Mortgagee is the holder of a lien in the original principal sum of \$25,000.00 on said Property by virtue of that certain Mortgage from Mortgagor to Senior Mortgagee dated August 4, 2005 and filed for record on August 15, 2005 in Instrument No. 20050815000419340, in the Probate Office of Shelby, Alabama ("Senior Lien"), which said lien is presently secured upon the said Property.

Subsequent Mortgage

AND WHEREAS, Mortgagor has executed or is about to execute a Mortgage to Subsequent Mortgagee in the amount of \$74,000.00, dated June 15, 2012 ("Subsequent Mortgage") and intended to be forthwith recorded as aforesaid, which said Mortgage is or will be secured by the Property hereinabove described;

Intent to Subordinate

AND WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien and operation of the Senior Lien first above-recited, for the full balance thereof, to the lien and operation of the Subsequent Mortgage second above-recited, so that the said Subsequent Mortgage second above-recited shall and will become a lien upon the said Property and the Senior 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 Senior Lien first above recited, secured upon the Property 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 Subsequent Mortgage second above-recited to be given and executed by Mortgagor to Subsequent Mortgagee as aforesaid, secured upon the Property 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 Mortgagors to Subsequent Mortgagee on June 15, 2012, in the principal sum of \$74,000.00.

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 15th day of June, 2012.

APCO Employees Credit Union
SENIOR LIENHOLDER

By: _____

Its: _____

APCO Employees Credit Union
SUBSEQUENT MORTGAGEE

By: _____

Its: _____

Victor P. Valentour, Jr.

Amy D. Valentour
Amy D. Valentour

20120626000225900 2/2 \$15.00
Shelby Cnty Judge of Probate, AL
06/26/2012 01:44:21 PM FILED/CERT

ACKNOWLEDGEMENTS

State of Alabama
County of Jefferson

I, the undersigned Notary Public, hereby certify that Gregory A. Keller, whose name as Loan Manager of **APCO Employees 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 foregoing conveyance, he/she, as such officer and will full authority, executed the same voluntarily on the date the same bears date.
Given under my hand this 18th day of June, 2012.

Lori S. Hinesley
Notary Public
My commission expires: 11-11-13

State of Alabama
County of Jefferson

I, the undersigned Notary Public, hereby certify that Gregory A. Keller, whose name as Loan Mgr. of **APCO Employees 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 foregoing conveyance, he/she, as such officer and will full authority, executed the same voluntarily on the date the same bears date.
Given under my hand this 18th day of June, 2012.

Lori S. Hinesley
Notary Public
My commission expires: 11-11-13

State of Alabama
County of Jefferson

I, the undersigned Notary Public, hereby certify that Victor P. Valentour, Jr. and Amy D. Valentour, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, they have executed the same voluntarily on the date the same bears date.

Given under my hand this 15th day of June, 2012.

Shannon E. Price
Notary Public

My commission expires: 1-19-14

This Document Prepared By:

Shannon E. Price, P.C.
P.O. Box 19144
Birmingham, AL 35219

