

STATE OF ALABAMA

Shelby COUNTY

MORTGAGE SUBORDINATION AGREEMENT

This Agreement Made in the City of Birmingham, County of Jefferson, State of Alabama, on this 8th day of February, 2013 by and between **First Educators Credit Union**, and **Thomas L. Ogle, Jr. and Susan C. Ogle**.

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

Thomas L. Ogle, Jr. and Susan C. Ogle are the owners of the following described real property located in **Shelby County**, to-wit:

Lot 5, according to the Survey of Altadena Woods, First Sector, as recorded in Map Book 10, Page 104 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, **First Federal Bank**, is the owner of a mortgage recorded in **Instrument Number 20111109000337290** in the records in the office of the Judge of Probate of **SHELBY** County, Alabama covering the real property described above, and **First Educators Credit Union** is also the owner of the promissory note described in said mortgage, and,

Whereas, **FIRST FEDERAL BANK** has made a loan on such premises and upon the condition that the said **First Educators Credit Union** shall subordinate the evidenced by the note and mortgage executed by **Thomas L. Ogle, Jr. and Susan C. Ogle**.

NOW THEREFORE, in consideration of the sum of One Dollar in hand paid each of the parties hereto to the other, the receipt hereof is hereby acknowledged and of other good and valuable consideration, and in order to induce **Thomas L. Ogle, Jr. and Susan C. Ogle** to make the said loan and to subordinate the said mortgage of **First Educators Credit Union**, it is mutually agreed as follows:

1. That **First Federal Bank** consents to and with **Thomas L. Ogle, Jr. and Susan C. Ogle**, that the lien of it's mortgage as hereinabove referenced, is now, and shall continue to be subject and subordinate to the lien of the mortgage made to **FIRST FEDERAL BANK** in the amount of **\$213,000.00** dated on this the 8th day of February, 2013 and recorded in the Probate Office of **SHELBY** County, Alabama, in Mortgage Book _____ Page _____.
2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns, and shall inure to the benefit of **FIRST FEDERAL BANK**, it's successors and assigns.

IN WITNESS WHEREOF, all parties to the Agreement have caused this Agreement to be signed thereunto duly authorized, duly attested all on this the 4th of February 2013

By: Stanley E. Mitchell
It's: Loan Manager

First Educators Credit Union
By: [Signature]
It's: Loan Manager

STATE OF ALABAMA

Jefferson COUNTY

On this the 4th day of February 2013, the undersigned authority, a Notary Public in and for said County, in said State, hereby certifies that Stanley E. Mitchell of **First Educators Credit Union**, is signed to the foregoing instrument, and who is known to me, acknowledged before that, being informed of the contents of the conveyance, he, as such officer, and with full authority, executed the same voluntarily on the day the same bears date, for and as the act of said corporation.

Given under my hand and official seal this the 4th day of February 2013

JESSICAY SWINDLE
Notary Public, State of Alabama
Alabama State At Large
My Commission Expires
July 23, 2016

[Signature]
Notary Public

My commission expires: _____