

  
20130314000107040 1/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
03/14/2013 03:28:57 PM FILED/CERT

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## SUBORDINATION AGREEMENT

**Customer Name: Donald D. Slee, Jr. and Yvonne D. Slee**  
**Customer Account: 221360-43**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS AGREEMENT is made and entered into on this 19<sup>th</sup> day of **February, 2013**, by Alabama Telco Credit Union in favor HomeTown Mortgage Services, Inc., its successors and assigns (hereinafter referred to as "Lender").

### RECITALS

Alabama Telco Credit Union loaned to **Donald D. Slee, Jr. and Yvonne D. Slee, Wife and Husband** (the "Borrower", whether one or more) the sum of **\$35,000.00**. Such loan is evidenced by a note dated **07/18/2011**, executed by Borrower in favor of Alabama Telco Credit Union, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded **07/22/2011**, in **Instrument #20110722000213180**, in the Probate Office of **Shelby County, Alabama**. (the "Alabama Telco Credit Union Mortgage"). Borrower has requested that lender lend to it the sum of **\$417,000.00** which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage") and is recorded in 20130314000107030 in the Probate Office of **Shelby County, Alabama**. Lender and Borrower have required that Alabama Telco Credit Union execute this instrument.

### AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Alabama Telco Credit Union agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Alabama Telco Credit Union to the extent the Mortgage secures the debt evidenced by the Note and any 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, and to the extent of advances made under the Note of the Mortgage necessary to preserve the rights or interest of Lender there under, but not to the extent of any other future advances.



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*By its acceptance of this agreement, the borrower agrees to pay any subordination fee charged by Alabama Telco Credit Union.*

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

**Alabama Telco Credit Union**

BY: William R. Chancellor  
As its: SVP Lending + Collections

STATE OF Alabama  
COUNTY OF Shelby

I, the undersigned, a Notary Public, in and for the said County and State, hereby certify that William R. Chancellor whose name as SVP Lending + Collections of **Alabama Telco Credit Union**, a banking corporation, is signed to the foregoing Subordination Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he/she as such officer and with full authority, executed the same voluntarily as the act of Alabama Telco Credit Union.

Given under my hand and official seal on this 19th day of February, 2013.

Clayton D. Davis  
Notary Public  
My commission expires: 05-27-15

This instrument prepared by:  
Rodney S. Parker  
Attorney at Law  
300 Vestavia Parkway, Suite 2300  
Birmingham, AL 35216