

3559001

RETURN TO:

EPIC REAL ESTATE SOLUTIONS  
2000 CLIFF MINE ROAD  
SUITE 500  
PITTSBURGH, PA 15275



20130528000217220 1/3 \$18.00  
Shelby Cnty Judge of Probate, AL  
05/28/2013 01:31:51 PM FILED/CERT

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made the **May 9th, 2013** between PENTAGON FEDERAL CREDIT UNION, ("Existing Mortgagee") and PENTAGON FEDERAL CREDIT UNION("Pentagon").

WITNESSETH:

WHEREAS, the Existing Mortgagee now owns and holds the following Mortgage, Deed of Trust or Security Deed, ("Existing Security Instrument") and the bond or note secured thereby:

Deed of Trust to secure an indebtedness of **\$22,638.61** made by **as** dated **April 18, 2012**, recorded **May 08, 2012** in Deed Book 20120508000162020, , securing Pentagon Federal Credit Union, inn the original amount of \$222,638.61.

WHEREAS, the present owner of the Premises is about to execute and deliver to Pentagon, a Mortgage, Deed of Trust or Security Deed, (New Security Instrument) to secure the principal sum of **\$168,000** and interest, covering the Premises and more fully described in said Security Instrument; and

WHEREAS, Pentagon has refused to accept the New Security Instrument from **Jeffrey Cole and Kimberly Cole**, unless the Existing Security Instrument is subordinated to the New Security Instrument.

NOW, THEREFORE, in consideration of the Premises and to induce Pentagon to accept the New Security Instrument and also in consideration of one dollar paid to the Existing Mortgagee, the receipt of which is hereby acknowledged, the Existing Mortgagee hereby covenants and agrees with Pentagon that the Existing Security Instrument be, is and shall continue to be subject and subordinate to the New Security Instrument in the amount of **\$168,000.00** about to be delivered to Pentagon, and to all advances

Rev. 032811

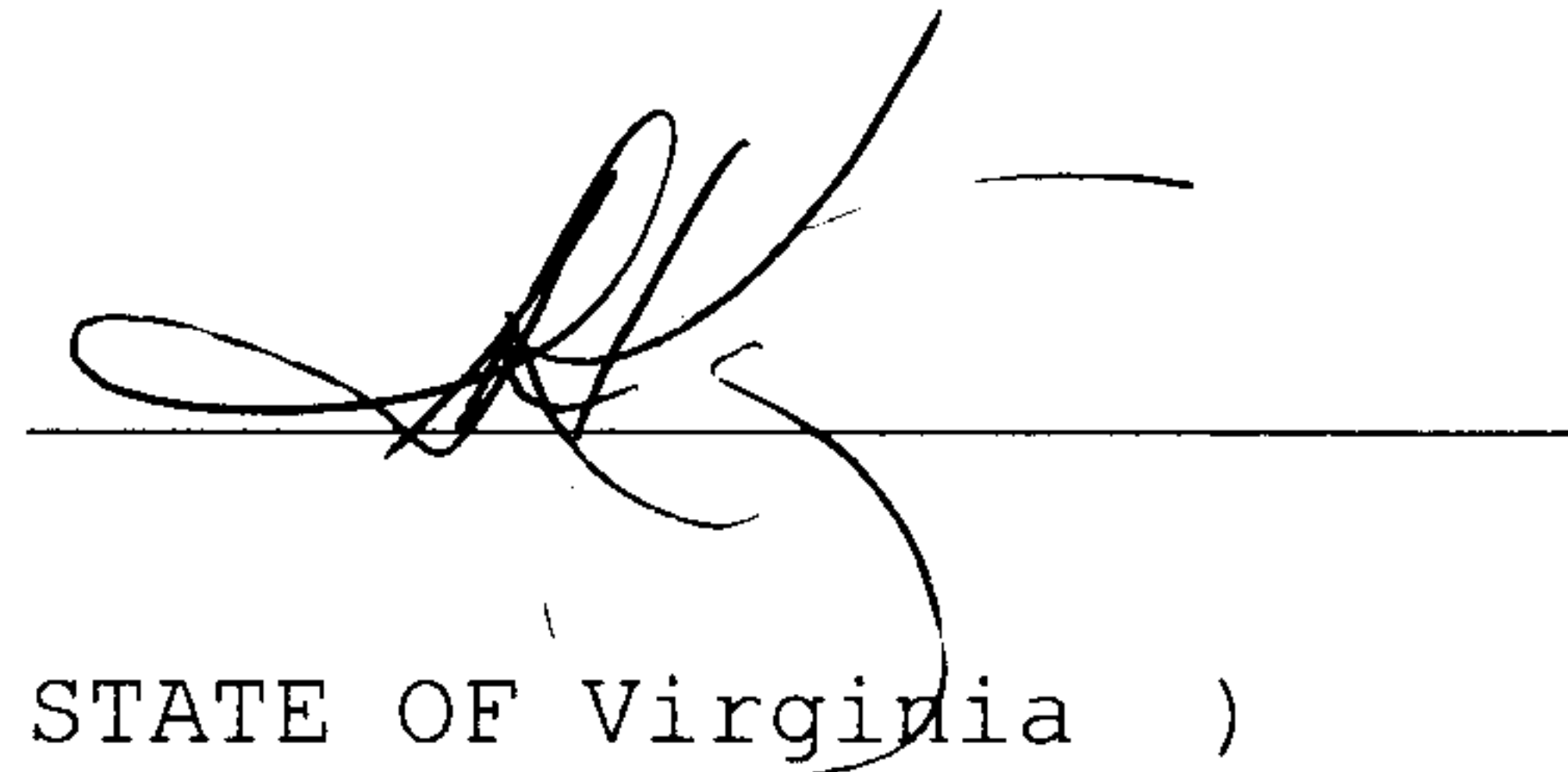
made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fees for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Existing Mortgagee.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the Existing Mortgagee has duly executed this agreement the day and year first above written.

IN PRESENCE OF:

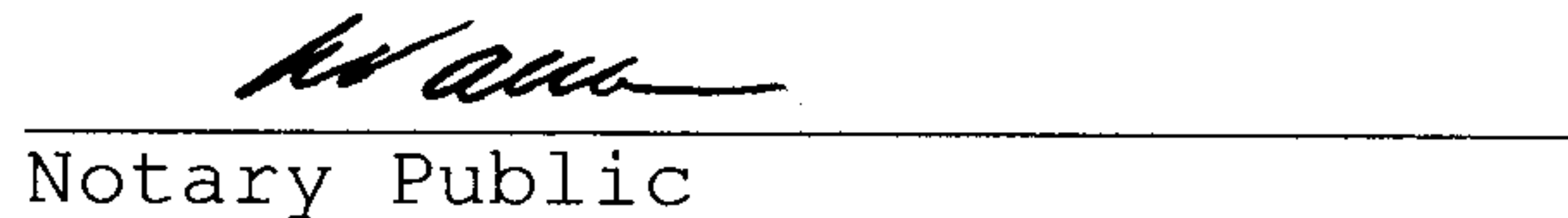
PENTAGON FEDERAL CREDIT UNION

  
STATE OF Virginia )

  
Title: Assistant Treasurer

CITY OF Alexandria


I HEREBY CERTIFY, that on this 9th day of May, 2013 before me, the subscriber, a Notary Public of the State aforesaid, personally appeared Diane M. Augustauskas, the Assistant Treasurer of PENTAGON FEDERAL CREDIT UNION, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he/she executed the same, on behalf of PENTAGON FEDERAL CREDIT UNION.

  
Notary Public

My commission expires:

08-31-2016



  
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**SCHEDULE A**

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 3, ACCORDING TO THE SURVEY OF THE HIGHLANDS AT FALLISTON, AS RECORDED IN  
MAP BOOK 32, PAGE 6, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TAX ID NO: 13 5 21 1 001 002.012

BEING THE SAME PROPERTY CONVEYED BY WARRANTY DEED

GRANTOR: GARY E. CARTER BUILDERS, INC.  
GRANTEE: JEFFREY COLE AND KIMBERLY COLE, AS JOINT TENANTS, WITH RIGHT  
OF SURVIVORSHIP  
DATED: 08/11/2004  
RECORDED: 08/20/2004  
DOC#/BOOK-PAGE: 20040820000466710

ADDRESS: 4097 FALLISTON DR, HELENA, AL 35080

END OF SCHEDULE A



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