

Shelby Cnty Judge of Probate, AL 03/07/2014 03:04:24 PM FILED/CERT

This section for Recording use only

## **Subordination Agreement**

Customer Name: George J Johnson

THIS AGREEMENT is made and entered into on this 4<sup>th</sup> day of February, 2014, by Alabama Telco Credit Union, 1 Riverchase Parkway S, Hoover, AL 35244, (205) 989-5220, (Hereinafter referred to as "Alabama Telco Credit Union") in favor of Regions Bank, its successors and assigns (hereinafter referred to as "Lender").

## RECITALS

Alabama Telco Credit Union loaned to George J Johnson & Cynthia M Johnson (the "Borrower", whether one or more) the sum of \$40,000. Such loan is evidenced by a note dated 6/18/2010, 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 7/19/2010, in Document #20100719000228910 in the public records of Shelby County, AL (the "Alabama Telco Credit Union Mortgage"). Borrower has requested that lender lend to it the sum of \$64,000 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"). Lender and Borrower have requested 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 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, and to the extent of advances made under the Note of the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

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 forth above.

Witness

Witness:

Alabama Telco Credit Union

Its Vice President

1 Riverchse Parkway S

Hoover, AL 35244 (205) 989-5220

State of Alabama County of Shelby

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 4th day of February, within my jurisdiction, the within named <u>Will R. Chandler</u> who acknowledged that he/she is

U. Co Drosident of Alabama Telco Credit Union, a banking corporation, and that for and on behalf of the said Alabama Telco Credit Union, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly

authorized by Alabama Telco Credit Union so to do.

Notary Public

My commission expires:

NOTARY MUST AFFIX SEAL
This Instrument Prepared by:
Tracey McCool
Regions Bank
2050 Parkway Office Cir, RCN 2
Hoover, AL 35244