

Recording Requested By:

ServiceLink
400 Corporation Drive
Centralized Curative Team
Building 2 /Floor2 – Mailstop 450
Aliquippa, PA 15001

When Recorded Mail To:

Alabama Telco Credit Union n/k/a Avadian Credit Union
Po Box 360287
Birmingham, AL 35236

Title Order No. 19181997
APN: 089290001049000

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS AGREEMENT, made march 6, 2015, by **CYNTHIA BRASHER and DON DEWAYNE BRASHER**, Owners of the land hereinafter described and hereinafter referred to as "Owners", and **ALABAMA TELCO CREDIT UNION n/k/a AVADIAN CREDIT UNION**, present owner and holder of the mortgage and note first hereinafter described and hereinafter referred to as "Mortgagee";

WITNESSETH

THAT WHEREAS, **CYNTHIA BRASHER and DON DEWAYNE BRASHER**, did execute a mortgage, dated **07/30/2012** covering real property at **221 Hwy 442 Sterrett AL 35147**, County of Shelby, State of Alabama

SEE COMPLETE LEGAL ATTACHED AS EXHIBIT "A"

Assessor's Parcel No: 089290001049000

Record Concurrently

to secure a note in the original sum of **\$25,000.00** dated **07/30/2012**, originally in favor of **ALABAMA TELCO CREDIT UNION n/k/a AVADIAN CREDIT UNION**, which the original mortgage was recorded on **08/21/2012**, in **Instrument 20120821000310730**; of Official Records of said county.

WHEREAS, Owners have executed, or are about to execute, a mortgage and note in the **sum not to exceed \$221,550.00**, (Loan #: 7297046834) dated on or about march 6, in **REGIONS BANK DBA Regions Mortgage**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the mortgage securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the mortgage first above mentioned and provided that Mortgagee will specifically and unconditionally subordinate the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of Lender; an

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owners: and Mortgagee is willing that the mortgage securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the mortgage first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

That said mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the mortgage above mentioned.

That Lender would not make its loan above described without this subordination agreement.

That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage first above mentioned to the lien or charge of the mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or mortgages.

Mortgagee declares, agrees and acknowledges that

Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to who Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage first above mentioned in favor of the lien or charge upon said land of the mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

“THE APPROVAL DOES NOT INCLUDE RENEWALS OR EXTENSIONS THAT WOULD INCREASE THE LOAN AMOUNT BEING APPROVED ON THIS DOCUMENT.”

IT IS RECOMMENDED THAT PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

ALABAMA TELCO CREDIT UNION
n/k/a AVADIAN CREDIT UNION

By: William R. Chancellor

Its: SVP Lending & Collections

STATE OF Alabama

COUNTY OF Shelby

On 2-11, 2015, before me, Beverly A. Williams personally appeared by William R. Chancellor, its SVP Lending & Collections of ALABAMA TELCO CREDIT UNION n/k/a AVADIAN CREDIT UNION, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal,

Signature Beverly A. Williams

No title search was performed on the subject property by the preparer. The preparer of this deed makes no representation as to the status of the title nor property use or any zoning regulations concerning described property herein conveyed nor any matter except the validity of the form of this instrument. Information herein was provided to preparer by Grantors/Grantee and /or their agents; no boundary survey was made at the time of this conveyance.

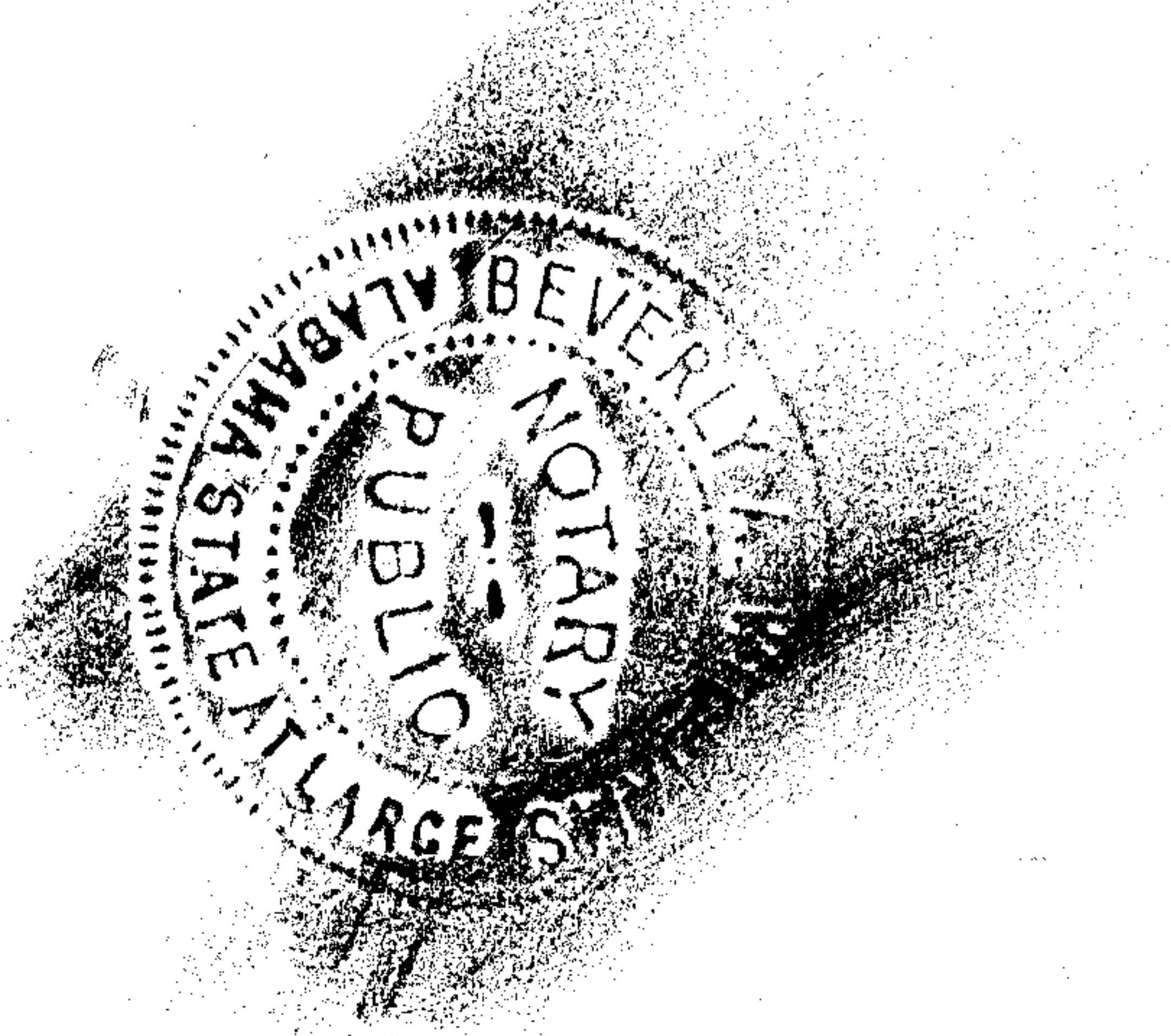


EXHIBIT "A"

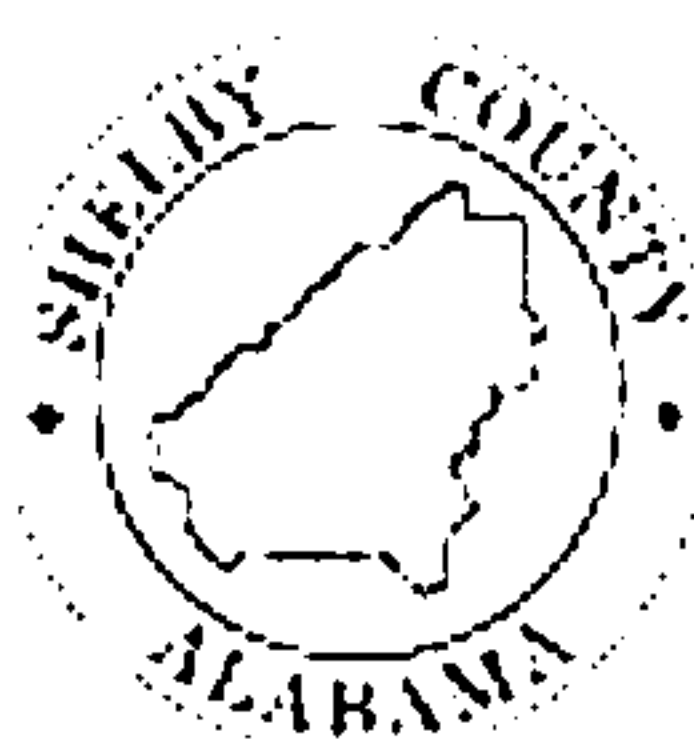
THE FOLLOWING DESCRIBED PROPERTY:

A PART OF LAND LOCATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 19, RANGE 1 EAST, SHELBY COUNTY, ALABAMA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST, AND FROM THE NORTH LINE OF SECTION 29, TURN AN ANGLE OF 76 DEGREES 02 MINUTES TO THE LEFT AND RUN A DISTANCE OF 174.00 FEET; THENCE TURN AN ANGLE OF 16 DEGREES 55 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 837.10 FEET; THENCE TURN AN ANGLE OF 06 DEGREES 05 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 1258.70 FEET; THENCE TURN AN ANGLE OF 105 DEGREES 26 MINUTES TO THE LEFT AND RUN A DISTANCE OF 444.00 FEET; THENCE TURN AN ANGLE OF 04 DEGREES 20 MINUTES TO THE LEFT AND RUN A DISTANCE OF 210.00 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE IN THE SAME DIRECTION ALONG THE NORTH LINE OF THE HEADING MILL ROAD, A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 69 DEGREES 10 MINUTES TO THE LEFT AND RUN A DISTANCE OF 473.00 FEET; THENCE TURN AN ANGLE OF 110 DEGREES 50 MINUTES TO THE LEFT AND RUN A DISTANCE OF 420.00 FEET; THENCE TURN AN ANGLE OF 69 DEGREES 10 MINUTES TO THE LEFT AND RUN A DISTANCE OF 158.00 FEET; THENCE TURN AN ANGLE OF 110 DEGREES 50 MINUTES TO THE LEFT AND RUN A DISTANCE OF 210.00 FEET; THENCE TURN AN ANGLE OF 110 DEGREES 50 MINUTES TO THE RIGHT AND RUN A DISTANCE OF 315.00 FEET, TO THE POINT OF BEGINNING. SITUATED IN THE SE 1/4 OF THE NE 1/4 OF SECTION 29, TOWNSHIP 19 SOUTH, RANGE 1 EAST, SHELBY COUNTY, ALABAMA.

SUBJECT TO RESTRICTIONS, EASEMENTS AND RIGHTS OF WAY OF RECORD.

Assessor's Parcel No: 089290001049000



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/26/2015 10:34:17 AM
\$23.00 CHERRY
20150326000095120

A handwritten signature in black ink, appearing to read "James W. Fuhrmeister", is written over the official text.