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SUBAGREM 1/2

THIS INSTRUMENT WAS PREPARED BY:
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300 Vestavia parkway, Suite 2300
Birmingham, AL 35216
File #2015-01-4460

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

THIS AGREEMENT is entered into on this 27 day of April, 2015 by AVADIAN CREDIT UNION (FORMERLY ATCU), a corporation organized and existing under the laws of Alabama (hereinafter referred as the "Holder") in favor of FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE (hereinafter referred to as the "Lender"), its successors and/or assigns.

WITNESSETH:

WHEREAS, Holder did loan to Sarah McDonald and Charles McDonald, Wife and Husband, (the "Borrower", whether one or more) the sum of Forty Three Thousand Eight Hundred and 00/100 Dollars (\$43,800.00), which loan is evidenced by a note dated April 27, 2009, executed by Borrower in favor of Holder, and is secured by a mortgage dated April 27, 2009 (the "Existing Mortgage") covering the property described therein and recorded in Instrument #20090512000178000.. in the public records of Shelby County, Alabama.

WHEREAS, Borrower has requested FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE to lend it the sum of One Hundred Eighty Five Thousand and 00/100 Dollars (\$185,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust or other security instrument of even date therewith (the "Mortgage"); and

WHEREAS, the Lender has agreed to make the Loan to Borrower if, but only if, FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE shall be and remain in lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge the Existing Mortgage to the lien or charge the Mortgage on the terms set forth below.

NOW THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE and the note secured by FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions 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 to the Holder.
2. Holder acknowledges that it intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE, and that it understands that, in reliance upon and in consideration of the 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 by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by FIDELITY BANK D/B/A FIDELITY BANK MORTGAGE, and as to the priority thereof, and there are not agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.
5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on this the day and date first set forth below.

AVADIAN CREDIT UNION
(Formerly ATCU)

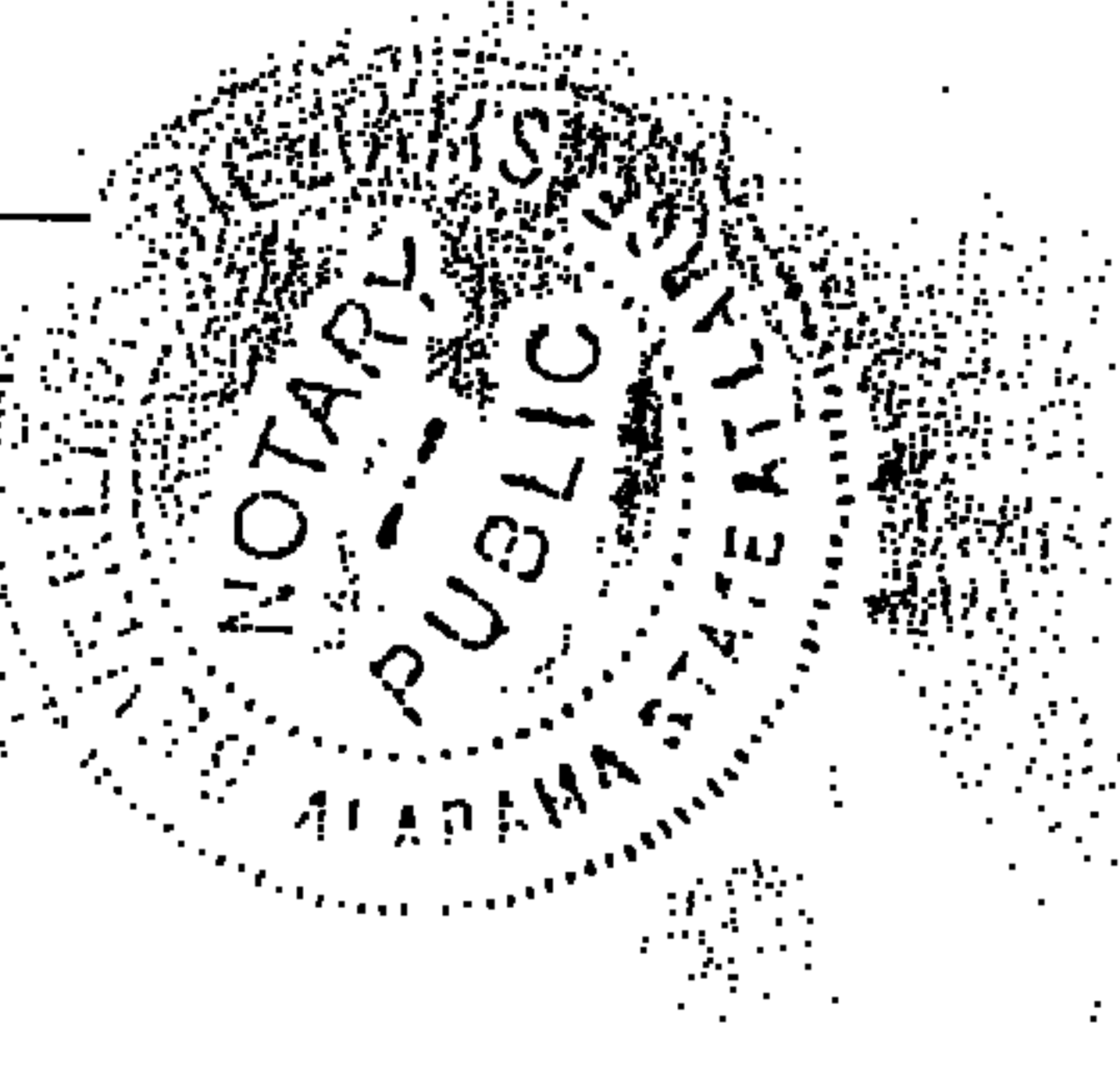
BY: William R. Chancellor
As its: SVP Lending & Collections

STATE OF Alabama
COUNTY OF Shelby

I, the undersigned Notary Public and for said state and county, hereby certify that William R. Chancellor, whose name as SVP Lending & Collections of AVADIAN CREDIT UNION (FORMERLY ATCU), is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance he/she, as such officer and with full authority, executed the same voluntarily, for and on behalf of said Corporation, on the day the same bears date.

Given under my hand and official seal on this 27 day of March, 2015.

Beverly Williams
Notary Public
My commission expires: 6-1-2016



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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James W. Fuhrmeister