

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 4th day of May, 2015, between Gail Lindsey and Alan Lindsey ("Mortgagor"), APCO Employees Credit Union ("Senior Mortgagee"), and APCO Employees Credit Union, **its Successors and/or Assigns** (Subsequent Mortgagee")

Property Description

WHEREAS, Mortgagor owns all right, title and interest in real property described as follows (the "Property"):

LOT 106, ACCORDING TO THE AMENDED MAP OF HICKORY RIDGE SUBDIVISION, AS RECORDED IN MAP BOOK 11, PAGE 79, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Senior Lien

AND WHEREAS, Senior Mortgagee is the holder of a lien in the original principal sum of \$90,000.00 on said Property by virtue of that certain Mortgage from Mortgagor to Senior Mortgagee dated August 18, 2009 and filed for record on August 31, 2009 in Instrument 20090831000334930, in the Probate Office of Shelby, Alabama ("Senior Lien"), which said lien is presently secured upon the said Property.

Subsequent Mortgage

AND WHEREAS, Mortgagor has executed or is about to execute a Mortgage to Subsequent Mortgagee in the amount of \$163,846.54, dated May 4, 2015 ("Subsequent Mortgage") and intended to be forthwith recorded as aforesaid, which said Mortgage is or will be secured by the Property hereinabove described;

Intent to Subordinate

AND WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien and operation of the Senior Lien first above-recited, for the full balance thereof, to the lien and operation of the Subsequent Mortgage second above-recited, so that the said Subsequent Mortgage second above-recited shall and will become a lien upon the said Property and the Senior Lien first above-recited shall be subordinated thereto in every manner whatsoever;

Consideration and Subordination

NOW WITNESS: That the parties hereto, intending to be legally bound hereby, in consideration of the Premises and of the advantages to be derived from these presents, as well in consideration of the sum of \$10.00 lawful money of the United States of America, each to the other well and truly paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, agree that the said Senior Lien first above recited, secured upon the Property as therein described shall be, and the same is by these presents, made junior in lien and subordinated to the lien and operation of the said Subsequent Mortgage second above-recited to be given and executed by Mortgagor to Subsequent Mortgagee as aforesaid, secured upon the Property herein described.

Default

In the event of default under any of the terms or conditions of the said subordinated lien, resulting in foreclosure proceedings thereon, or on the accompanying note, such proceedings shall be especially advertised as being under and subject to the lien and payment of the said Mortgage given and executed by Mortgagors to Subsequent Mortgagee on May 4, 2015, in the principal sum of \$163,846.54.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on 4th day of May, 2015.

APCO Employees Credit Union  
SENIOR LIENHOLDER

By: Alan L. Russell  
Its: Loan Dept Manager

APCO Employees Credit Union  
SUBSEQUENT MORTGAGEE

By: Alan L. Russell  
Its: Loan Dept Manager

MORTGAGOR

pd  
af

Gail Lindsey  
Gail Lindsey

MORTGAGOR  
Alan Lindsey  
Alan Lindsey

ACKNOWLEDGEMENTS

State of Alabama  
County of Shelby

I, the undersigned Notary Public, hereby certify that Alan Russell, whose name as Loan Dept manager of **APCO Employees Credit Union**, 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 foregoing conveyance, he/she, as such officer and will full authority, executed the same voluntarily on the date the same bears date.

Given under my hand this 13 day of may, 2015.

SBraun

Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 27, 2016

State of Alabama  
County of Shelby

I, the undersigned Notary Public, hereby certify that Alan Russell, whose name as Loan Dept manager of **APCO Employees Credit Union**, 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 foregoing conveyance, he/she, as such officer and will full authority, executed the same voluntarily on the date the same bears date.

Given under my hand this 13 day of may, 2015.

SBraun

Notary Public  
My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Sep 27, 2016

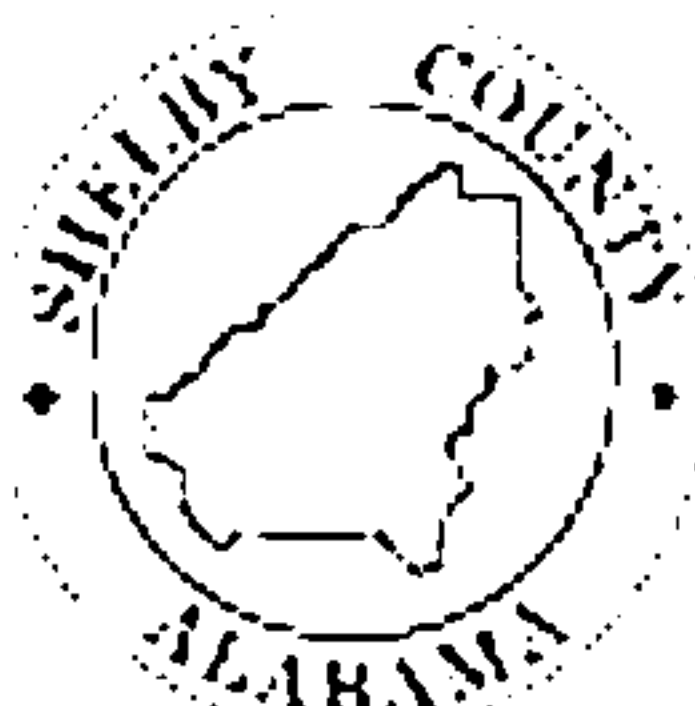
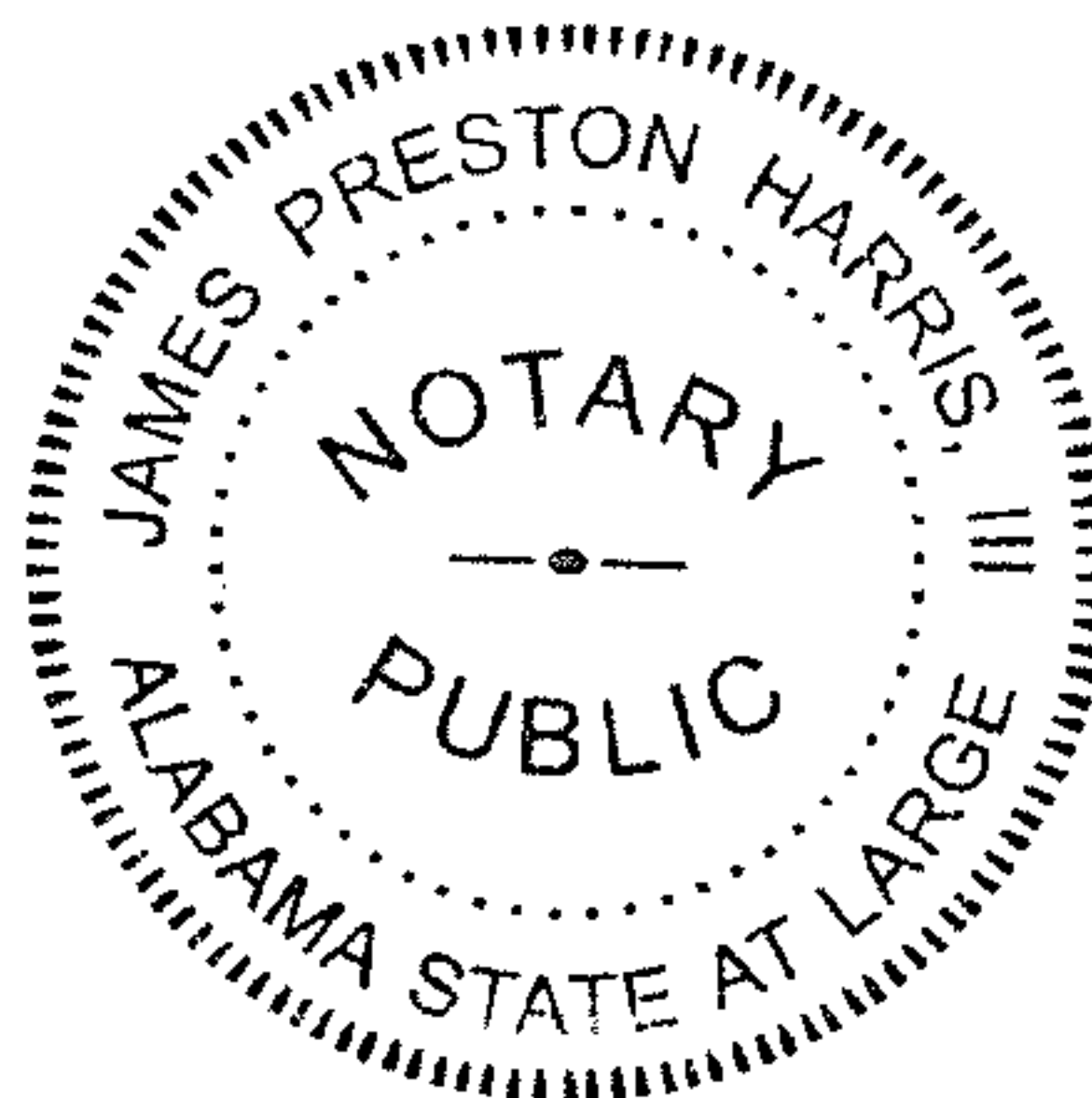
State of Alabama  
County of Shelby

I, the undersigned Notary Public, hereby certify that Gail Lindsey and Alan Lindsey, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of the foregoing conveyance, they have executed the same voluntarily on the date the same bears date.

Given under my hand this 4th day of May, 2015.

James Preston Harris, III

Notary Public  
My commission expires: 3/21/2018



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
05/15/2015 11:29:35 AM  
\$18.00 DEBBIE  
20150515000161520

James W. Fuhrmeister