

When recorded return to:  
United Lender Services, Corp.  
1000 Commerce Drive, Suite 110  
Park Place One  
Pittsburgh, PA 15275  
866-902-7569  
File No. 117908

Send Tax Statement To:  
GARY ANDRADA PULMANO  
KRISTI S. PULMANO  
1005 COLUMBIA CIR  
BIRMINGHAM, AL 35242

#### SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT is made this 17<sup>th</sup> day of November, 2015, between GARY ANDRADA PULMANO AND KRISTI S. PULMANO, as owners of the land (hereinafter referred to as "Owner") whose address is, 1005 COLUMBIA CIR, BIRMINGHAM, AL 35242, and AVADIAN CREDIT UNION fka ALABAMA TELCO CREDIT UNION, whose address is One Riverchase Parkway South, Hoover, AL 35244-1202, the present holder of the Mortgage, (hereinafter "Beneficiary").

#### RECITALS

A. Owner, the owner of a certain parcel of real property situated in the County of SHELBY, State of Alabama, more fully described as follows:

#### SEE ATTACHED EXHIBIT "A"

Owner has executed a Mortgage, recorded 05/02/2014, for the benefit of Beneficiary, in and for the said County to secure a note in the original principal amount of \$50,000.00 recorded 05/02/2014, and payable to AVADIAN CREDIT UNION fka ALABAMA TELCO CREDIT UNION. Said Mortgage was recorded on 05/02/2014, at Instrument Number 20140502000130310 in the records of said County;

B. The Owner will execute a Mortgage in the original principal amount not to exceed \$260,771.00 on Feb 17<sup>th</sup> 2016, payable to USAA Federal Savings Bank, its Successors and/or Assigns, as their interest may appear, (hereinafter referred to as "Lender");

And

C. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Mortgage in favor of the Beneficiary be subordinate to the lien of the Mortgage for the use and benefit of the Lender.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Mortgage securing the said note in favor of the Lender, shall be, and at all times remain a lien or charge upon the property described therein which is prior and superior to the lien or interest created by the Mortgage held by the Beneficiary.

- 2. The consideration to be paid to the Beneficiary is as follows: None.
- 3. This agreement shall be controlling with regard to the priority of the Mortgage specified above, and the terms hereof shall supersede any provisions contained in the Mortgage for the use and benefit of the Beneficiary regarding subordination.
- 4. The Beneficiary has reviewed the terms and conditions of the note and the Mortgage in favor of the Lender, and hereby approves those terms and conditions. The Beneficiary understands that the Lender is under no obligation to supervise the application of the proceeds received from the Lender, and the Beneficiary agrees that an endorsement will be placed upon the note held by the Beneficiary to the effect that the Mortgage securing said note has been subordinated to the lien created by the Mortgage for the use and benefit of the Lender named above. The Beneficiary understands that the Lender may not have made the loan or may not have advanced funds to the Owner without this Subordination Agreement.
- 5. The subordinate Mortgage is in the amount of \$50,000.00; The Owner will execute a Mortgage and note in the original principal amount not to exceed \$260,771.00.

**Beneficiary**


By William R. Chancellor  
AVADIAN CREDIT UNION fka ALABAMA TELCO CREDIT UNION

Title SVP Lending & Collections

STATE OF ) Alabama  
                  ) ss.  
COUNTY OF ) Shelby

The foregoing instrument was subscribed and sworn to before me this 17 day of November, 2015, by William R. Chancellor

Witness my hand and official seal.  
My commission expires: 6-1-2016

Beverly A. Williams  
Notary Public  
Beverly A. Williams  


**EXHIBIT A**

**LEGAL DESCRIPTION:**

THE FOLLOWING DESCRIBED REAL ESTATE (THE "PROPERTY"), SITUATED IN SHELBY COUNTY, ALABAMA, TO-WIT:

LOT 2951, ACCORDING TO THE SURVEY OF HIGHLAND LAKES, 29TH SECTOR, AN EDDLEMAN COMMUNITY, AS RECORDED IN MAP BOOK 36, PAGE 33 A, B, C AND D, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

TOGETHER WITH NONEXCLUSIVE EASEMENT TO USE THE PRIVATE ROADWAYS, COMMON AREA ALL AS MORE PARTICULARLY DESCRIBED IN THE DECLARATION OF EASEMENTS AND MASTER PROTECTIVE COVENANTS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, RECORDED AS INSTRUMENT #1994-07111 AND AMENDED IN INSTRUMENT #1996-17543 AND FURTHER AMENDED IN INSTRUMENT # 1999-31095 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HIGHLAND LAKES, A RESIDENTIAL SUBDIVISION, 29TH SECTOR, RECORDED AS INSTRUMENT NO. 20051229000667930 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA (WHICH, TOGETHER WITH ALL AMENDMENTS THERETO, IS HEREINAFTER COLLECTIVELY REFERRED TO AS, THE "DECLARATION").

Parcel ID(s): 09-2-10-0-000-073.000