

600 North 18th Street / 4S-1135
Birmingham, Alabama 35203



March 28, 2017

American Freedom Assurance
Attn: Paula Randall
1205 Westlakes Drive, Suite 250
Berwyn, PA 19312

20170425000142010
04/25/2017 02:21:46 PM
SUBAGREM 1/3

Re: Gabriel McCray
136 Scarlet Ln
Chelsea, AL 35043

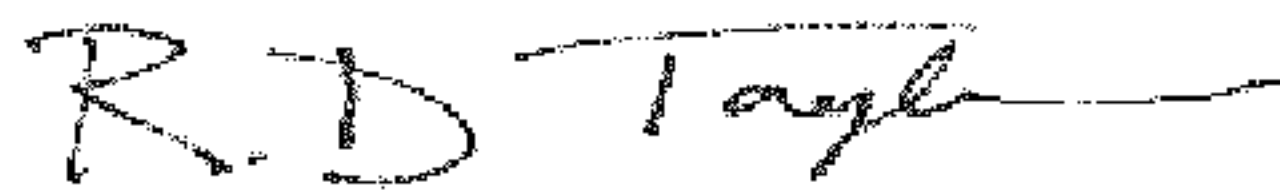
To Whom It May Concern:

Attached is the subordination agreement for **Gabriel & Constance McCray's** financing with Alabama Power Company. Please file this agreement with the Probate Court of **Shelby County**. Once the document has been recorded, fill in the Book and Page numbers in the spaces provided and **mail the executed copy to:**

Alabama Power Company
Birmingham Division Accounting Services
4S-1135 / KM
600 North 18th Street
Birmingham, Alabama 35291-1135

Thank you for giving us the opportunity to serve you. If we can assist you in the future, please call me at 205-226-1402.

Sincerely,



R.D. Taylor
Accounting Service Manager

mno

THIS INSTRUMENT WAS PREPARED BY:

R. D. Taylor

Address: 600 North 18th Street

Birmingham, Alabama 35291-1135



STATE OF ALABAMA

JEFFERSON COUNTY

SUBORDINATION OF RECORDED FINANCING STATEMENT

Alabama Power Company, a corporation, for good and valuable consideration, does hereby acknowledge and agree that its lien and security interest evidenced and secured by that certain UCC-1 financing statement bearing file instrument no. 20130531000222030 showing the "Debtor", Gabriel McCray & Constance A. McCray (whether one or more) recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Financing Statement"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Debtor to Home Point Financial Corp (the Mortgagee"), recorded in the office of the Judge of Probate of Shelby County, Alabama at _____ 2017, Book _____ Page _____ (the "Mortgage"); provided, however, that such subordination shall be effective only to the extent that \$230,209.00 which are expended by the Mortgagee to protect or enforce Mortgagee's rights under the Mortgage with respect to the Loan (the "Superior Indebtedness"). As used herein, the term "Superior Indebtedness" shall be deemed to include any extensions, renewals, modifications and replacements of the Superior Indebtedness and any substitutions therefore; provided, however, that the term "Superior Indebtedness" shall not include any increases in the principal amount of the Loan. Alabama Power Company's lien and security interest evidenced and secured by the Financing Statement shall be superior in right of priority to the lien of the Mortgage to the extent that the Mortgage secures any indebtedness of the Debtor to the Mortgagee other than the Superior Indebtedness.

Notwithstanding anything expressed or implied herein, Alabama Power Company does not in any way release, waive or subordinate the debt relating to or secured by the Financing Statement, or any portion thereof or payments thereon.

The provisions of this Subordination Agreement are solely for the benefit of Alabama Power Company and the Mortgagee, and shall not be deemed to modify any of the agreements executed or delivered in connection with the Financing Statement or the Mortgage or to waive any of the rights of Alabama Power Company or the Mortgagee, as the case may be, thereunder as against the Debtor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by the Debtor.

IN WITNESS WHEREOF, Alabama Power Company, a corporation, has caused these presents to be executed this 28th day of March 2017.

ALABAMA POWER COMPANY

A handwritten signature in cursive script, appearing to read "R. D. Taylor".

By:

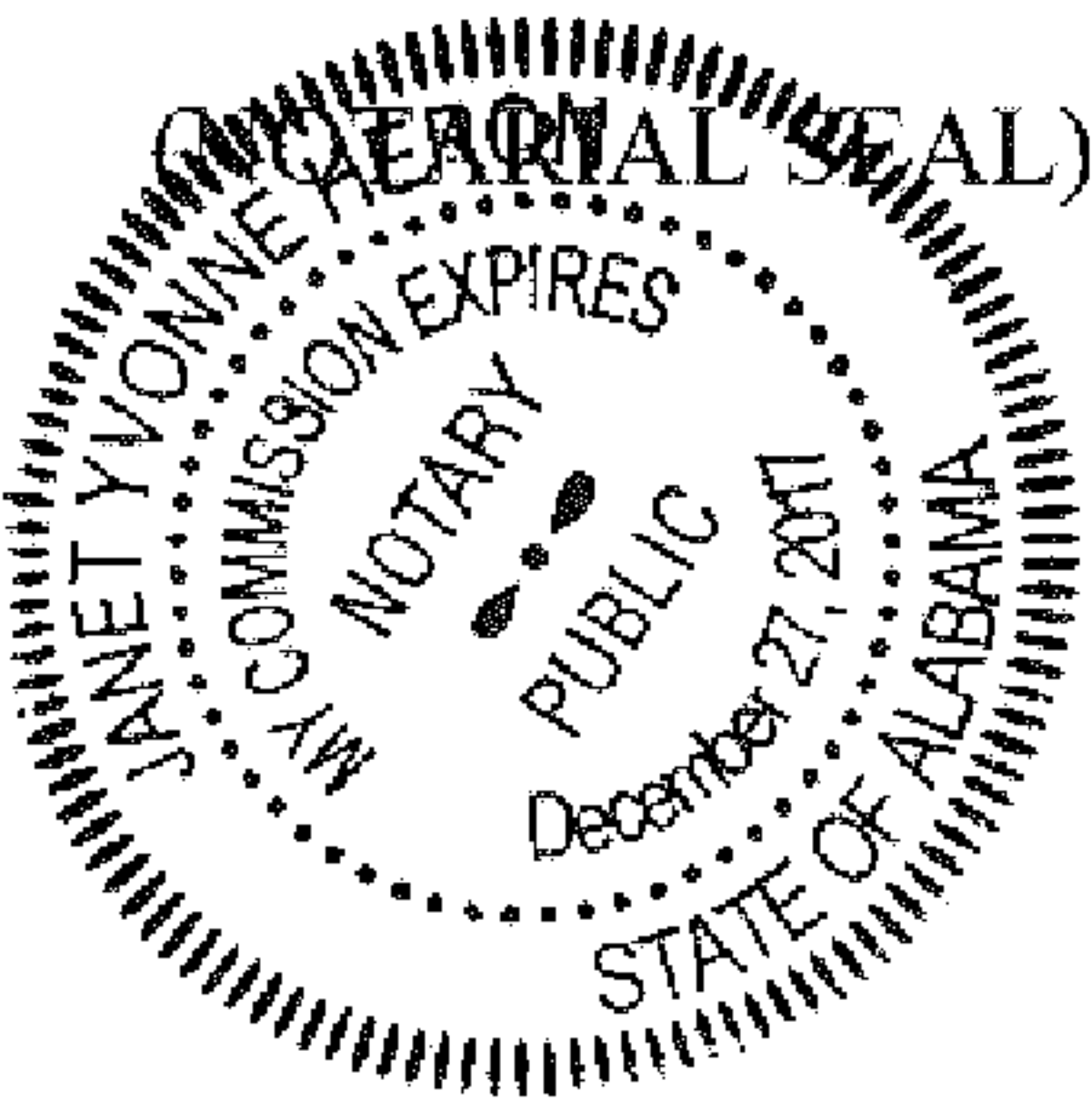
Its: Accounting Service Manager

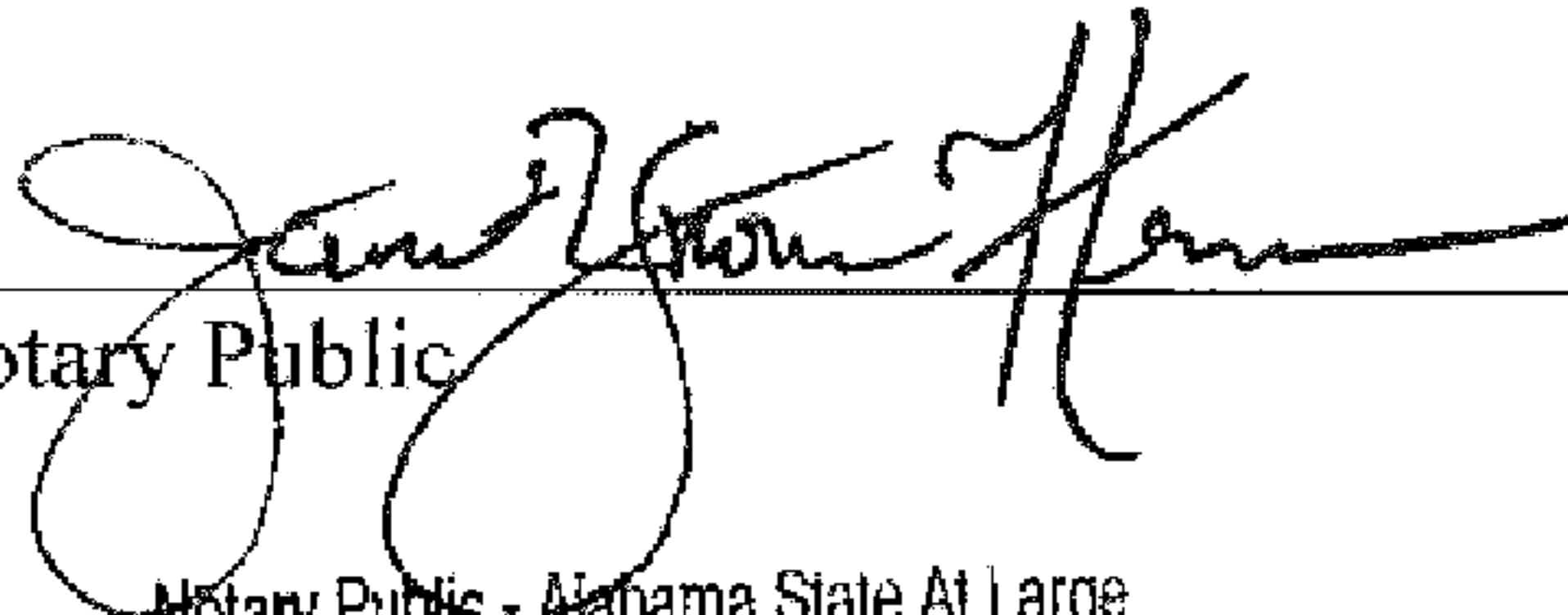
STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, **Janet Yvonne Heron**, a Notary Public in and for said County in said State, hereby certify that **R.D. Taylor** name as Accounting Service Manager Of Alabama Power Company, a corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, (s) he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this the **28th** day of **March 2017**.




Notary Public
Notary Public - Alabama State At Large
My Commission Expires
December 27, 2017
Bonded Thru Notary Public Underwriters



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/25/2017 02:21:46 PM
\$21.00 CHERRY
20170425000142010

