

WHEN RECORDED MAIL TO:

Valley National Bank
Attn: Consumer Loans
1100 Corporate Parkway
Birmingham, AL 35242

Loan #800489300

20180411000120570
04/11/2018 12:00:59 PM
SUBAGREM 1/2

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 28th day of March, 2018, by and between Valley National Bank, as successor in interest to USAmeriBank, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and APCO Employees Credit Union, with a place of business at 750 17th Street North, Birmingham, AL 35203 ("Lender").

WHEREAS, Harry B. Wooten, Jr. and Anne W. Wooten aka Anne E. Wooten ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Thirty-Five Thousand Dollars (\$35,000.00), dated August 18, 2015 and recorded September 8, 2015 in Instrument No. 201509080003 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

Lot 2323, according to the survey of Riverchase Country Club 23rd Addition, as recorded in Map Book 10, Page(s) 11-A and 11-B, in the Probate Office of Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage not to exceed the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), dated April 12th 2018, which mortgage is intended to be recorded herewith in the records of Shelby County, Alabama;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.



IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Valley National Bank

By Annette VonDeylen
Annette VonDeylen, SVP

STATE OF FLORIDA

COUNTY OF PINELLAS

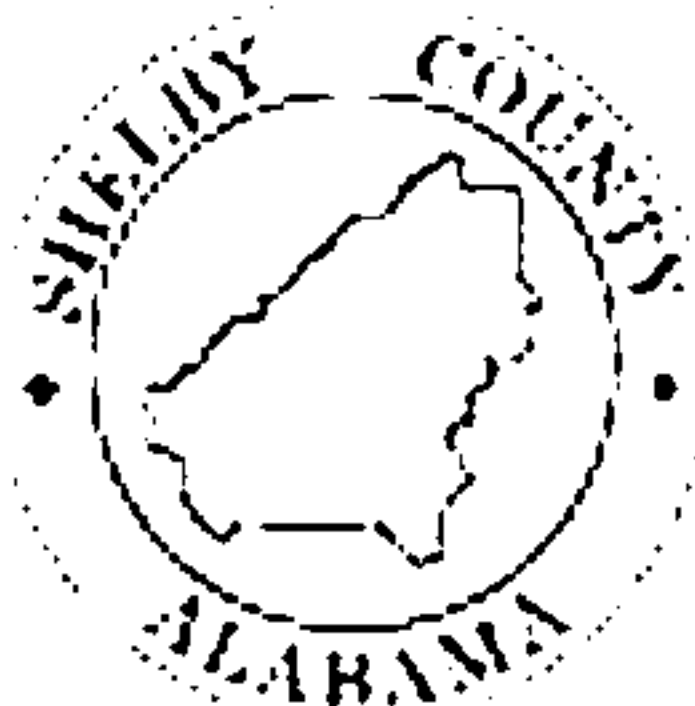
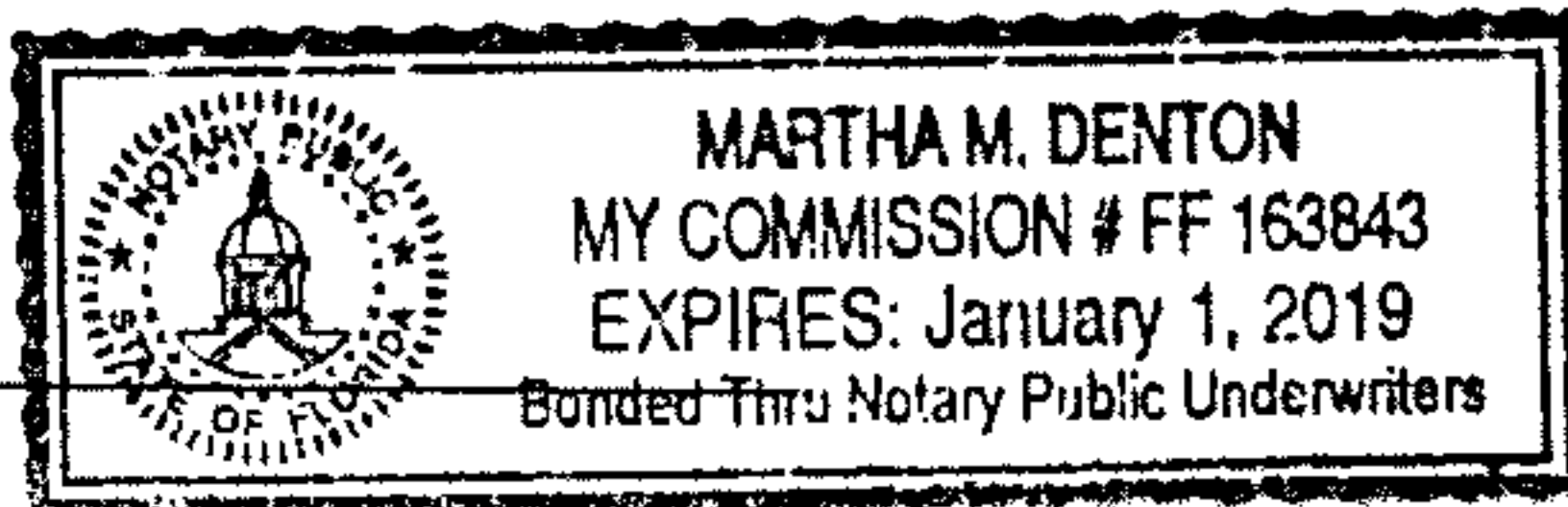
On this the 29th day of March, 2018, before me, the undersigned officer of the state and county mentioned, personally appeared Annette VonDeylen, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that he/she is the Senior Vice President of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Martha M. Denton

NOTARY PUBLIC

My commission expires: _____



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
04/11/2018 12:00:59 PM
\$18.00 CHERRY
20180411000120570

James W. Fuhrmeister

THD
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