

STATE OF ALABAMA )  
JEFFERSON COUNTY )

20220218000071620  
02/18/2022 12:56:33 PM  
SUBAGREM 1/2

### SUBORDINATION AGREEMENT

WHEREAS, Samantha Bristow Rush, and Kenneth Andrew Rush, Wife and Husband, did execute and deliver to America's First Federal Credit Union a certain mortgage recorded in Inst. #20210924000467520 in the Office of the Judge of Probate of Shelby County, Alabama, covering the real property therein and hereinafter described and whereas the undersigned America's First Federal Credit Union, is desirous of subordinating said mortgage and making same second, subservient, subject and inferior to the lien of the mortgage to **APCO Employees Credit Union** recorded on Inst # 20220217000069940 in the Office of the Judge of Probate of Shelby County, being in the amount of \$200,000.00, executed by the said Samantha Bristow Rush and Kenneth Andrew Rush on the property described as:

See Exhibit "A" for legal

and as a further inducement for the said **APCO Employees Credit Union** to make said mortgage.

NOW, THEREFORE, premises considered and the payment of \$1.00 to him in hand paid by said **APCO Employees Credit Union**, the receipt whereof being hereby acknowledged, the undersigned America's First Federal Credit Union does, by these presents, make, declare, and confirm that the said mortgage above specifically described and identified to be, and the same is second, subordinate, subservient, subject and inferior to the lien of the above mortgage to **APCO Employees Credit Union**, in all things and in all respects without reservation.

IN WITNESS WHEREOF, the said America's First Federal Credit Union has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

America's First Federal Credit Union

BY: 

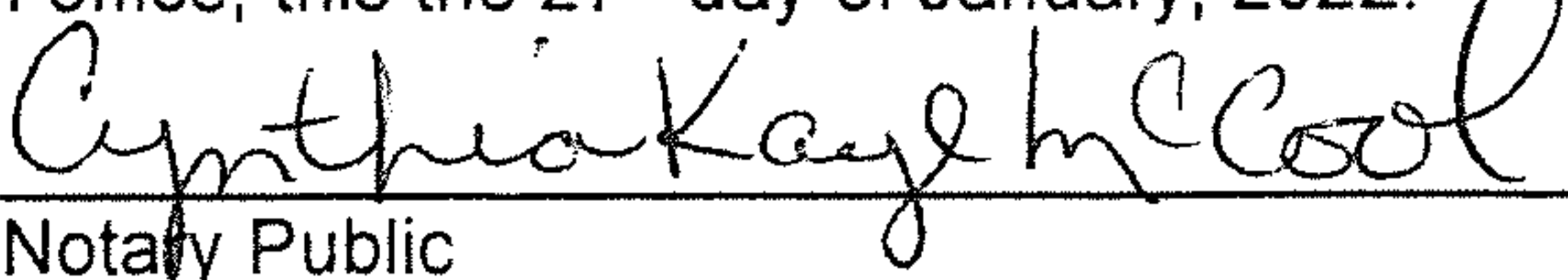
Eric C. Crowe

Real Estate Servicing Manager

STATE OF ALABAMA )  
JEFFERSON COUNTY )

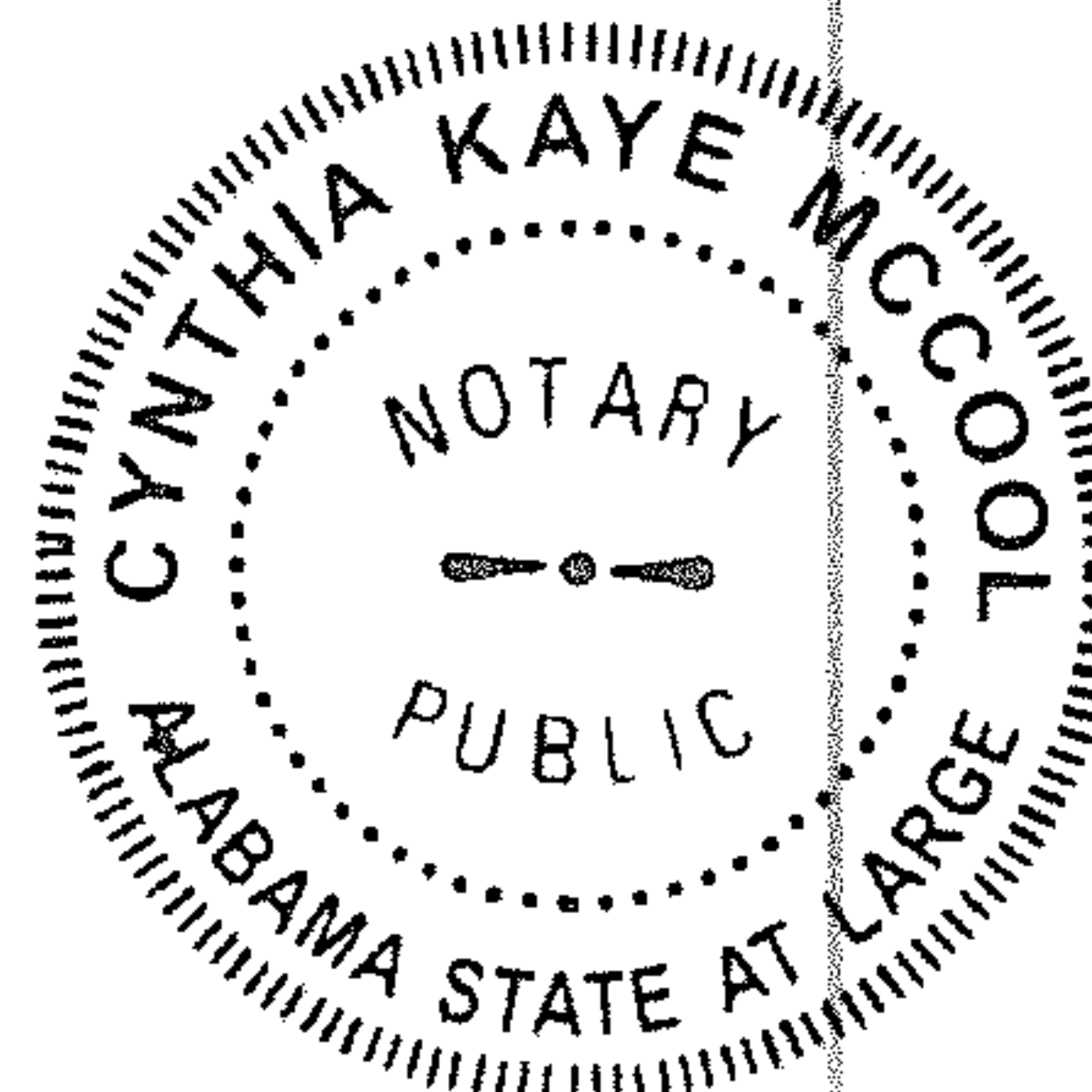
I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Eric C. Crowe, whose name as Real Estate Servicing Manager of America's First Federal Credit Union is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, Eric C. Crowe, as such Real Estate Servicing Manager and with full authority, executed the same voluntarily for and as the act of said association.

Given under my hand and seal of office, this the 27<sup>th</sup> day of January, 2022.

  
Notary Public

My Commission Expires: August 4, 2023

THIS INSTRUMENT WAS PREPARED BY  
CATHERINE PATTON  
AMERICA'S FIRST FEDERAL CREDIT UNION  
1200 4<sup>TH</sup> AVENUE NORTH  
BIRMINGHAM, AL 35203



The following described real property situated in Shelby County, Alabama, to wit. Lot No 9 according to Willow Island Subdivision, the same being a part of the NW 1/4 of SE 1/4 of Section 13, Township 22 South, Range 1 East, a plat of said Subdivision is recorded in Map Book 4 on page 73 in the Probate Office of Shelby County, Alabama

Together with the right to use, but not to cut any merchantable timber, all lands, lying between the above described lot and the water level of the Coosa River, provided such land to be used shall not be wider than the lines of the lot above described if the same were extended and projected from their present terminus to the water level. All rights are subject to the right of grantors to continue to obtain a lease on said lands from the Alabama Power Company or any successor owner. Should said lease be terminated, then the right to use said lands between said lot and the water level shall terminate also. In addition to the above, grantor do hereby convey to the grantee and to her successors and assigns the right of ingress and egress to and from the Coosa River by a causeway recently constructed. The grantee herein, her successors and assigns shall also have the right to use the boat launching facilities and picnic area located in said Subdivision; provided, however, there shall be no burden on the grantor to maintain said facilities between the time of the execution of this deed and the time the same is submerged by the raising of the water level of the Coosa River.

It is understood there is no liability on the grantor, or her successors or assigns for any injuries suffered by any persons using said launching facilities.

Said lot is conveyed subject to the protective covenants recorded in Deed Book 220, page 891 in the Probate Office of Shelby County, Alabama.

Subject to easements and rights of way of record. Subject to all easements, covenants, rights-of-way and restrictions of record affecting said property. Less and except mineral and mining rights if not owned by Grantor. It is the intention of the Grantor to convey said rights if they exist. DISCLAIMER AND LIMITATION OF LIABILITY: THESE



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
02/18/2022 12:56:33 PM  
\$26.00 BRITTANI  
20220218000071620

*Allen S. Bayl*