

②  
**SUBORDINATION AGREEMENT**  
**(Real Property)**

STATE OF ALABAMA  
COUNTY OF SHELBY

3410935912  
64758812  
4719406

THIS SUBORDINATION AGREEMENT executed this 3rd day of August, 2018, by the undersigned, Synovus Bank ("Holder");

**WITNESSETH THAT:**

WHEREAS, Holder is also known as First Commercial Bank Div Synovus Bank, and is the holder and owner of a security deed or mortgage from Paul B. Marks and Maria M. Marks, Husband and Wife ("Borrower") dated 3rd, August, 2017, and recorded in Mortgage Book Instrument #20170825000310840, in the Office of the Judge of Probate of Shelby County, Alabama, as may be amended ("Existing Security Instrument) conveying the real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Borrower has this date borrowed from Quicken Loans Inc. ISAOA. it affiliates and subsidiaries, successors and assigns ("Lender") the sum of \$697,000.00 secured by a security deed or mortgage conveying said Property, dated of even date herewith ("Superior Security Instrument"); and

WHEREAS, Borrower and Lender have requested that Holder subordinate the Existing Security Deed to the lien, force and effect of the Superior Security Instrument; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of, and all right title and interest of Holder under, the Existing Security Instrument to the lien of the Superior Security Instrument. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Security Instrument and the Superior Security Instrument are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Security Instrument, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement.

The Existing Security Instrument now held by the Holder shall remain otherwise in full force and effect, the subordination of the Existing Security Instrument provided for herein being limited in application to the specific indebtedness of Borrower to Lender secured by the Superior Security Instrument and any and all extensions, renewals and refinancings of same.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instrument as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

SYNOVUS BANK

By: *Terri Wilkinson*  
Name: Terri Wilkinson  
Title: Retail Lending Center Manager

(Corporate Seal)

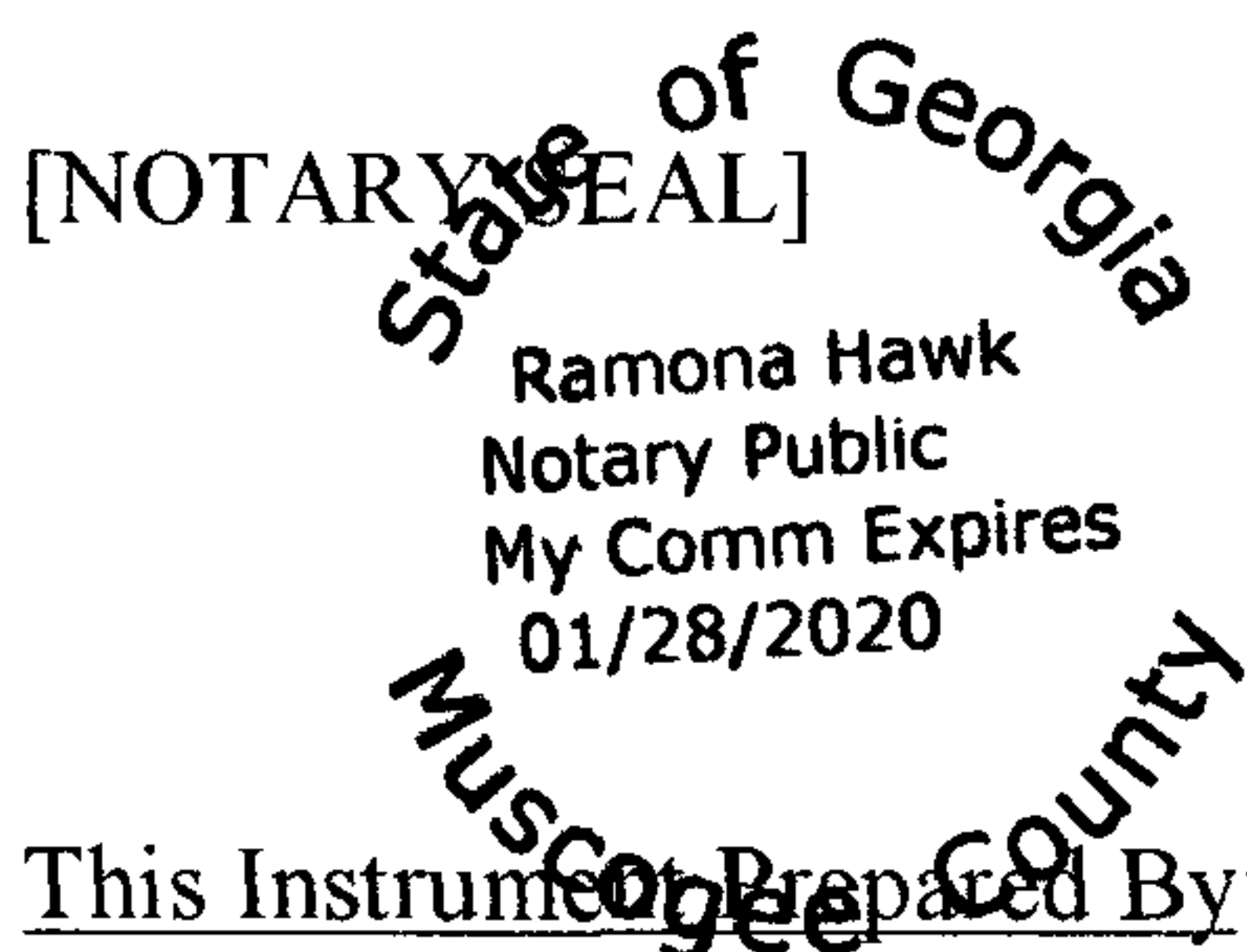
Executed and delivered  
in the presence of:

*Patricia McCart*  
Witness – Patricia McCart

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Terri Wilkinson whose name, as Manager of the Holder, is signed to the foregoing instrument, and who is known to me, and known to me to be such officer of the Holder, or provided satisfactory picture identification, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily, as the duly authorized act of the Holder, on the day the same bears date.

Given under my hand and seal of office this 3rd day of August, 2018



*Ramona Hawk*  
Notary Public – Ramona Hawk  
My Commission Expires: 01/28/2020

This Instrument Prepared By:  
Ramona Hawk  
Synovus Bank  
Attn: Subordinations  
33 W. 11th St. 2nd floor  
Columbus, GA 31901

**EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): 10 2 03 0 001 001.004

Land situated in the County of Shelby in the State of AL

A PARCEL OF LAND LYING IN THE NE ¼ OF THE NE ¼ SECTION 3, TOWNSHIP 19 SOUTH, RANGE 2 WEST, LOCATED IN SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SE CORNER OF THE NE 1/4 OF THE NE 1/4 OF SECTION 3, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN NORTH ALONG THE EAST LINE OF SAID ¼-1/4 SECTION A DISTANCE OF 391.21 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 89°59'41" AND RUN TO THE LEFT IN A WESTERLY DIRECTION A DISTANCE OF 144.97 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 102°43'51" AND RUN TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 236.37 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 116°27'46" AND RUN TO THE LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 254.22 FEET TO THE POINT OF BEGINNING. TOGETHER WITH THE FOLLOWING ACCESS EASEMENTS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**EASEMENT "A"**

BEGIN AT THE SE CORNER OF THE NE ¼ OF THE NE ¼ SECTION 3, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN WEST ALONG THE SOUTH LINE OF SAID 1/4- ¼ SECTION A DISTANCE OF 55.76 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 90°00'00" AND RUN TO THE RIGHT IN A NORTHERLY DIRECTION A DISTANCE OF 42.04 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 53°02'03" AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 69.91 FEET TO THE POINT OF BEGINNING.

**EASEMENT B"**

A LEGAL DESCRIPTION FOR ACCESS EASEMENT FOR WAYNE SCOTCH FROM THE CITY OF HOOVER LYING IN THE NE 1/4 OF SECTION 2, AND IN THE NE 1/4 OF SECTION 3, BOTH IN TOWNSHIP 19 SOUTH, RANGE 2 WEST LOCATED IN SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SW 1/4 OF THE NW 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN WEST ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 274.99 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT TO LEFT 94°41'49" AND RUN IN A SOUTHERLY DIRECTION A DISTANCE OF 273.77 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 33°35'21" AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 68.21 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 153°44'40" AND RUN TO THE RIGHT IN A



NORTHWESTERLY DIRECTION A DISTANCE OF 172.39 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 224°39'49" AND RUN TO THE LEFT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 38.81 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 212°45'55" AND RUN TO THE LEFT IN A WESTERLY DIRECTION A DISTANCE OF 1009.54 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 90°00'00" AND RUN TO THE RIGHT IN A NORTHERLY DIRECTION A DISTANCE OF 30.00 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 90°00'00" AND RUN TO THE RIGHT IN AN EASTERLY DIRECTION A DISTANCE OF 1099.58 FEET ALONG SAID 1/4 - 1/4 LINE TO THE POINT OF BEGINNING.

EASEMENT "C"

A LEGAL DESCRIPTION FOR ACCESS EASEMENT FOR WAYNE SCOTCH FROM THE INVERNESS HOME OWNERS ASSOCIATION LYING IN THE NW 1/4 OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 2 WEST LOCATED IN SHELBY COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SW ¼ OF THE NW ¼ OF SECTION 2, TOWNSHIP 19 SOUTH, RANGE 2 WEST; THENCE RUN WEST ALONG THE NORTH LINE OF SAID 1/4 - 1/4 SECTION A DISTANCE OF 274.99 FEET TO A POINT; THENCE DEFLECT TO LEFT 94°41'49" AND RUN IN A SOUTHERLY DIRECTION A DISTANCE OF 219.15 FEET TO THE POINT OF BEGINNING; THENCE DEFLECT TO THE LEFT 34°07'47" AND RUN IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 45.47 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 191°17'48" AND RUN TO THE LEFT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 46.99 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 242°17'57" AND RUN TO THE LEFT IN A NORTHEASTERLY DIRECTION A DISTANCE OF 217.91 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 153°59'30" AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 317.14 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY OF INVERNESS POINT DRIVE; THENCE TURN AN INTERIOR ANGLE TO TANGENT 141°49'00" AND RUN TO THE RIGHT IN A SOUTHEASTERLY DIRECTION ALONG THE SAID RIGHT OF WAY OF A CURVE CURVING FROM RIGHT TO LEFT HAVING A RADIUS OF 459.66 FEET AND A CENTRAL ANGLE OF 6°32'14" A DISTANCE OF 51.44 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE TO TANGENT OF 31°38'50" AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 353.20 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 206°00'30" AND RUN TO THE LEFT IN A SOUTHWESTERLY DIRECTION A DISTANCE OF 229.30 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 117°42'03" AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 671.31 FEET TO A POINT; THENCE TURN AN INTERIOR ANGLE OF 134°34'25" AND RUN TO THE RIGHT IN A NORTHWESTERLY DIRECTION A DISTANCE OF 54.62 FEET TO THE POINT OF BEGINNING.

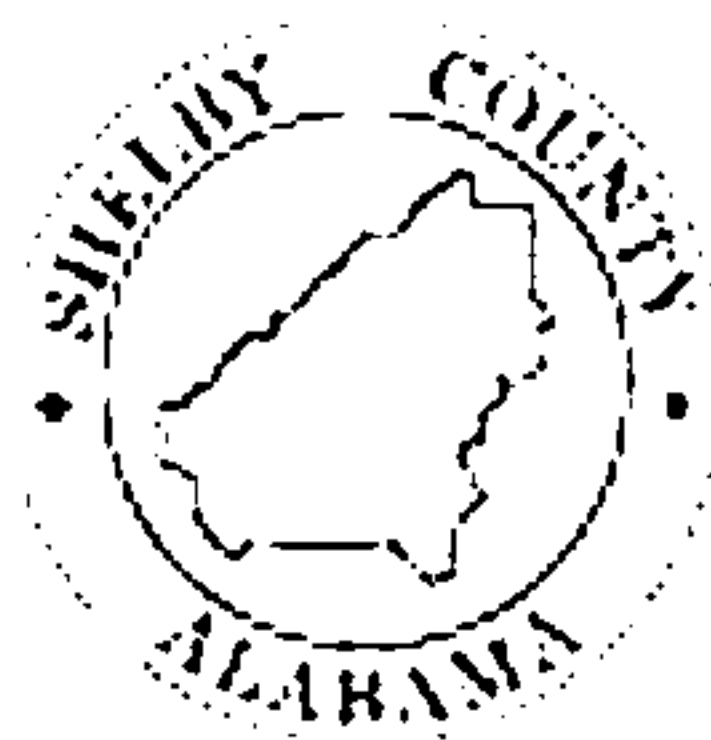
SOURCE OF TITLE: DEED INSTRUMENT #20111206000366520

NOTE: The Company is prohibited from insuring the area or quantity of the land. The Company does not represent that any acreage or footage calculations are correct. References to quantity are for identification purposes only.

Commonly known as: 360 Scotch Climber Way, Birmingham, AL 35242-4272

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

Source of Title: Book , Page .



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
10/15/2018 03:20:44 PM  
\$27.00 CHERRY  
20181015000365330

*Alli S. Bezel*