

20210712000335980
07/12/2021 09:27:59 AM
SUBAGREM 1/3

**SUBORDINATION AGREEMENT
(Real Property)**

STATE OF ALABAMA
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 12th day of November 2020, by the undersigned, Synovus Bank ("Holder");

WITNESSETH THAT:

WHEREAS, Holder is also known as Synovus Bank, and is the holder and owner of a security deed or mortgage from William J Benjamin, Jr. and Patricia C Benjamin, Husband and Wife, ("Borrower") dated January 13, 2020, and recorded in Instrument #20200130000040260, 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 Synovus Bank, ISAOA/ATIMA, ("Lender") the sum of \$300,000.00, 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.

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

HOLDER:

SYNOVUS BANK

By: Terri Wilkinson
Name: Terri Wilkinson
Title: Retail Lending Center Sr. Manager

Executed and delivered
in the presence of:

Melony Arnold
Witness: Melony Arnold

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 Sr. 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 12th day of November 2020.

[NOTARY SEAL]

Patricia McCart
Notary Public: Patricia McCart
My Commission Expires: 07/28/2024



This Instrument Prepared By:
Synovus Bank
Attn: Subordinations
1148 Broadway, 3rd Floor
Columbus, GA 31901

Exhibit "A"

Legal Description

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SHELBY COUNTY, AL TO WIT:

LOT 1018, ACCORDING TO THE SURVEY OF BLACKRIDGE PHASE 1A, AS RECORDED IN MAP BOOK 48, PAGE 83 A AND B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA

SUBJECT TO:

- 1. TAXES AND ASSESSMENTS FOR THE YEAR 2019 AND SUBSEQUENT YEARS, WHICH ARE NOT YET DUE AND PAYABLE.**
- 2. RESTRICTIONS APPEARING OF RECORD IN INST. NO. 20171204000433480 AND AMENDMENT RECORDED IN INST. NO. 20171204000433480, AMENDED BY AMENDMENT RECORDED IN INST. NO. 20180501000145750, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
- 3. CERTIFICATE OF BLACKRIDGE RESIDENTIAL ASSOCIATION, INC. RECORDED IN INST. NO. 20171204000433500, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
- 4. LESS AND EXCEPT ANY PART OF SUBJECT PROPERTY LYING WITHIN ANY LAKE.**
- 5. RIPARIAN RIGHTS ASSOCIATED WITH THE LAKE UNDER APPLICABLE STATE AND/OR FEDERAL LAW.**
- 6. RESERVATIONS, PROVISIONS, EXCEPTIONS AND CONDITIONS AND RIGHTS SET OUT IN REAL 112 PAGE 876 AND CORRECTED BY REAL 328, AT PAGE 1, AND AS SET FORTH IN THAT CERTAIN DEFERRED INTEREST AGREEMENT OF RECORD IN REAL BOOK 247 PAGE 599 AND AMENDED IN REAL BOOK 247 PAGE 636 THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
- 7. EASEMENT RESERVATION AS SET OUT IN INSTRUMENT 1994-3831, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA AND INSTRUMENT 200260-2612 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.**
- 8. TELECOMMUNICATION CABLE EASEMENT BY COURT ORDER**

AS RECORDED IN INST. NO. 2012021700059230 AND INST. NO. 2012021300053280 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

9. GRANT OF EASEMENT TO ALABAMA POWER COMPANY AS RECORDED IN INST. NO. 20161008000350460 AND INST. NO. 20161006000324070, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

10. ASSIGNMENT OF EASEMENT RIGHTS BY RIVERWOODS HOLDINGS, LLC TO BLACKRIDGE PARTNERS, LLC AS RECORDED IN INSTRUMENT NO. 20151230000443770, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

11. COVENANTS, CONDITIONS, EASEMENTS, RESTRICTIONS, PROHIBITIONS AND REQUIREMENTS CONTAINED IN DECLARATION OF RESTRICTIVE COVENANTS BY AND BETWEEN BLACKRIDGE PARTNERS, LLC AND THE U.S. ARMY CORPS OF ENGINEERS PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT AND/OR SECTION 10 OF THE RIVERS AND HARBORS ACT AS RECORDED IN INST. NO. 2016-248830 AND RECORDED MAP RELATING THERETO AS RECORDED IN INST. NO. 2016-248840, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

12. RIGHT OF WAY AGREEMENT GRANTED TO THE WATER WORKS BOARD OF THE CITY OF BIRMINGHAM AS RECORDED IN INST.

NO. 20170918000338670, IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO WILLIAM J. BENJAMIN, JR. AND PATRICIA C. BENJAMIN, FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM, DATED 07/22/2019 AND RECORDED ON 07/23/2019 IN INSTRUMENT NO. 20190723000260750,

IN THE SHELBY COUNTY RECORDERS OFFICE.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
07/12/2021 09:27:59 AM
\$29.00 MIST
20210712000335980

Allen S. Boyd