

SUBORDINATION AGREEMENT

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SUBAGREM 1/1

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

WHEREAS, Kasey L. Birdsong and Shena M. Birdsong, husband and wife, (hereinafter "Mortgagor") has an outstanding equity line mortgage (hereinafter "HELOC") in favor of Cadence Bank (hereinafter "Cadence"), that encumbers certain real property described therein to secure an indebtedness, and said mortgage is in full force and effect; and;

WHEREAS, Mortgagor has made an application with Cardinal Financial Company, LP for a mortgage loan in the sum of Three Hundred Seventy Nine Thousand Dollars and Zero Cents (\$379,000.00) (hereinafter "New Mortgage") and Cardinal Financial Company, LP is willing to make the New Mortgage to said Mortgagor, provided he furnish it with a mortgage on the lands described in the HELOC, and Cadence subordinate the HELOC and make the same second and subservient to the New Mortgage; and;

WHEREAS, Cadence as lender on the HELOC is willing to subordinate the HELOC and make it second and subservient to the New Mortgage as an inducement to Cardinal Financial Company, LP to make said loan.

THEREFORE, in consideration of the premises and the further consideration of the sum of \$1.00, cash in hand paid, the receipt of which is hereby acknowledged, the HELOC in the original principal sum of Fifty Thousand Dollars and Zero Cents (\$50,000.00), dated May 9, 2014 and recorded May 29, 2014, as Instrument # 20140529000162500 the Office of the Judge of Probate of Shelby County, Alabama, shall be second and subservient to the New Mortgage to Cardinal Financial Company, LP to secure the sum of Three Hundred Seventy Nine Thousand Dollars and Zero Cents (\$379,000.00), plus interest, on the land described therein, and the said lien of the HELOC shall be second and subservient to the New Mortgage, said New Mortgage to be recorded in Shelby County, Alabama.

IT IS FURTHER AGREED that should Mortgagor default in their payments or the terms of the HELOC to Cadence, then Cadence as lender on the HELOC should notify Cardinal Financial Company, LP as lender of the New Mortgage of said default prior to taking legal action.

IN WITNESS WHEREOF, the said has caused its name to be signed on this the 12th day of January 2015.

Cadence Bank

By: [Signature]

As Is: VICE PRESIDENT

STATE OF)
COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John R. Day whose name(s) is(are) signed to the foregoing conveyance as Vice Pres of Cadence Bank, and who is(are) known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he/she/they executed the same voluntarily on the day the same bears date.

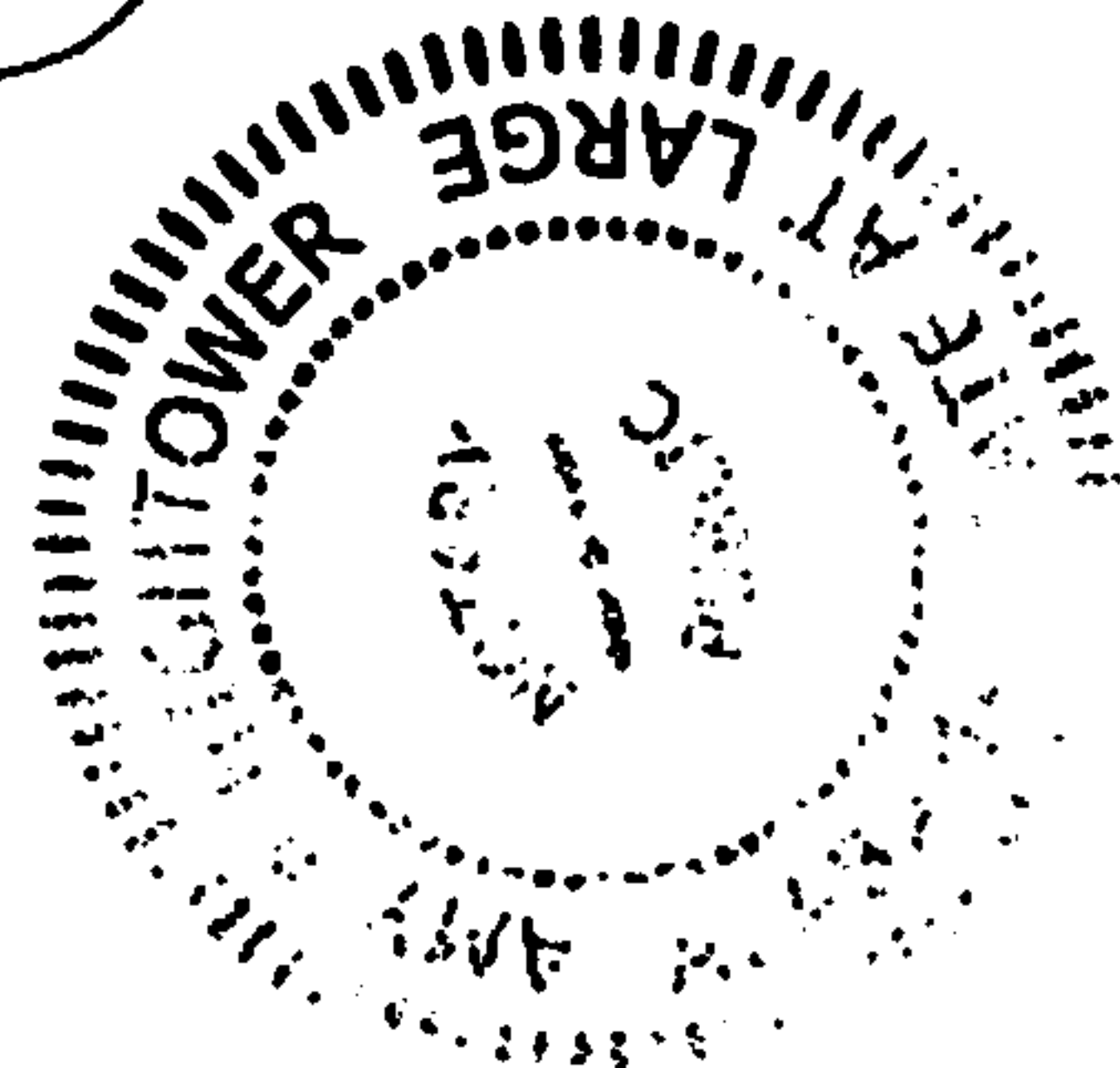
Given under my hand and official seal on 12th day of January 2015.

[Signature]
Notary Public
Commission Expires: 9-6-2017

This document prepared by:
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Pelham, AL 35124



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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