

#19269065

SUBORDINATION AGREEMENT

This Agreement is made and entered into on this 25th day of February, 2015, by **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, in favor of **SUN TRUST MORTGAGE, INC.**, its successors and/or assigns as their interests may appear (hereinafter referred to as "Lender").

RECITALS


THE PASSIVE INCOME SPOKE, LLC, its successors and/or assigns as their interests may appear, loaned to **DiAnne S. Taylor** ("Borrower") the sum of \$50,716.20. Such loan is evidenced by a note dated **12/12/2014** executed by Borrower in favor of **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, which note is secured by a mortgage or other security agreement to **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, recorded **12/16/2014** in **Instrument No. 20141216000394050**, in the Probate Records of Shelby County, Alabama. Borrower has requested that Lender lend to it a sum not to exceed **\$113,800.00** which loan will be evidenced by a promissory note executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a new mortgage of the same date as the Note (the "new Mortgage"). Lender and Borrower have requested **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, execute this instrument, in favor of **SUN TRUST MORTGAGE, INC.**, its successors and/or assigns as their interests may appear.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, agrees that the new Mortgage shall be and remain at all times a lien or charge on the property covered by the new Mortgage prior and superior to the lien or charge of **THE PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, recorded **12/16/2014** in **Instrument No. 20141216000394050**, in the Probate Records of Shelby County, Alabama, to the extent the new Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note of the new Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

IN WITNESS WHEREOF, **PASSIVE INCOME SPOKE, LLC**, its successors and/or assigns as their interests may appear, has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

PASSIVE INCOME SPOKE, LLC, its successors and assigns as their interests may appear.

BY:  (Allen W. Kessler)
ITS: president

Page 2 - DiAnne S. Taylor Subordination

State of Alabama

County of Jefferson

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this the 26th day of February, 2015, the within named Allen Kessler who acknowledged that he/she is President of **PASSIVE INCOME SPOKE, LLC**, its successors and assigns as their interests may appear, and that for and on behalf of the said **PASSIVE INCOME SPOKE, LLC**, its successors and assigns as their interests may appear, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized to do so by **PASSIVE INCOME SPOKE, LLC**, its successors and assigns as their interests may appear.

Priscilla S. Robertson
Notary Public

6-21-17
My Commission Expires

Borrower: DiAnne S. Taylor
Source of Title: Inst. #20041123000644350
S.O.T. Deed Rec'd 11/23/2004

Prepared By:
Dawn I. McDonald, Attorney at Law
P. O. Box 610348
Birmingham, AL 35261
Phone: (205) 902-1010

Preparer is acting as scrivener only and assumes no liability for the correctness of the information herein contained.

Loan # : 0241545359

Exhibit A

LEGAL DESCRIPTION

The following described property:

Lot 364 according to the Survey of the Map and Survey of Old Cahaba, Oak Ridge Sector, Second Addition, as recorded in Map Book 27, Page 52 in the Probate Office of Shelby County, Alabama.

1640 Old Cahaba Court, Helena, AL 35080

Assessor's Parcel No: 5690 800 01 826

20150331000100450 03/31/2015 08:33:06 AM SUBAGREM 3/3



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/31/2015 08:33:06 AM
\$20.00 JESSICA
20150331000100450

A handwritten signature in black ink, appearing to be "J. W. Fuhrmeister", is written over the official text.