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## CONTINUING SUBORDINATION AGREEMENT

WHEREAS, Grantor is the owner of a certain parcel of real property (hereinafter "Property") situated in Shelby County, State of Alabama, more fully described as follows:

Lot 301, according to the Amended Map of the Village at Stonehaven, Phase 3, First Addition, as recorded in Map Book 28, page 27 in the Probate Office of Shelby County, Alabama.

Known by street and address as: 362 Walker Way; Pelham, Alabama 35124

and

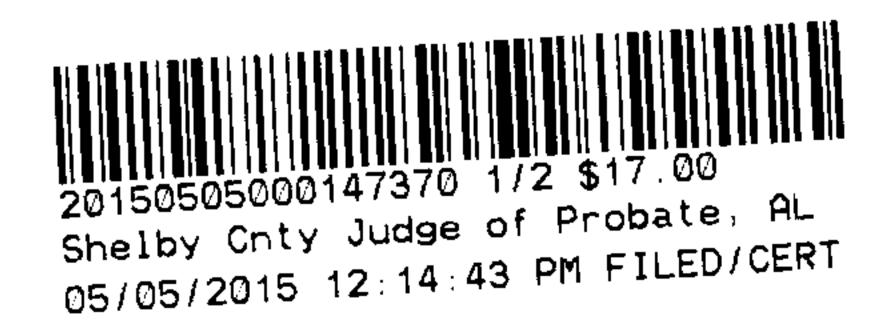
WHEREAS Grantor did execute and deliver to Matthew A. Douglas and Amanda D. Douglas a certain mortgage recorded in Instrument #\_20150505000147360 in the Office of the Judge of Probate of Shelby County, Alabama covering the real property therein and herein described and whereas the undersigned Matthew A. Douglas and Amanda D. Douglas is desirous of subordinating said mortgage and making same second, subservient, subject and inferior to the lien of the mortgage to Mary A. Pulliam recorded in Instrument #\_2015050500147360 in the Office of the Judge of Probate of Shelby County, Alabama being in the amount of \$42,000.00, executed by the said Azure Properties Group, LLC on the property described hereinabove.

And as further inducement for the said Mary A. Pulliam to make said mortgage.

NOW, THEREFORE, premises considered and the payment of \$1.00 to it in hand paid by said Mary A. Pulliam, the receipt whereof being hereby acknowledged, the undersigned Matthew A. Douglas and Amanda D. Douglas, 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 Mary A. Pulliam, in all things and in all respects without reservation.

For and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The mortgage securing said note in favor of Mary A. Pulliam, together with extensions or renewals thereof, shall unconditionally be, and at all times remain, a lien or charge upon the



property described therein which is prior and superior to the lien or interest created by the mortgage in favor of Matthew A. Douglas and Amanda D. Douglas.

- 2. In the event that grantor satisfies or discharges the obligation for which the mortgage is given to Mary A. Pulliam and wishes to grant a mortgage in favor of Mary A. Pulliam tion equal to or less than the face amount of the mortgage given to Lender as described above, Matthew A. Douglas and Amanda D. Douglas agree that their mortgage shall continue to remain junior and subordinate to such future deeds of trust.
- 3. This agreement shall be controlling with regard to the priority of the mortgage specified above (or future mortgages as described and contemplated in paragraph two above), and the terms hereof shall supersede any provisions contained in the mortgage regarding subordination.

IN WITNESS WHEREOF, the said Matthew A. Douglas and Amanda D. Douglas has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Matthew A. Douglas

Amanda D. Douglas

STATE OF MISSISSIPPI COUNTY OF HINDS

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Matthew A. Douglas and Amanda D. Douglas, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_\_ day of <del>March,</del> 2015.

Notary Public

My commission expires: 5/20

Prepared by: Brian M. Cloud Cloud & Willis, LLC 201 Beacon Parkway West, Suite 400 Birmingham, Alabama 35209

> Shelby Cnty Judge of Probate, AL 05/05/2015 12:14:43 PM FILED/CERT

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. Commission Expires.