SUBORDINATION AGREEMENT

THIS AGREEMENT is made this <u>17</u> day of September 2015, between INTERLINC MORTGAGE SERVICES, LLC ("Senior Mortgagee"), and INTERLINC MORTGAGE SERVICES, LLC ("Subsequent Mortgagee")

Property Description

WHEREAS, Mortgagor owns all right, title and interest in real property described as follows (the "Property"):

LOT 11, ACCORDING TO THE AMENDED MAP OF BROKEN BOW, SOUTH SECTOR II, AS RECORDED IN MAP BOOK 20, PAGE 62, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Senior Lien

AND WHEREAS, Senior Mortgagee is the holder of a lien in the original principal sum of \$6,147.00 on said Property by virtue of that certain Mortgage from Mortgagor to Senior Mortgagee dated June 1, 2015, and filed for record on June 4, 2015 in Instrument 20150604000186080, in the Probate Office of Shelby County, Alabama (the "Senior Lien"), which said lien is presently secured upon the said Property.

Subsequent Mortgage

AND WHEREAS, Mortgagor has executed or is about to execute a Mortgage to Subsequent Mortgagee for \$198,753.00, dated June 1, 2015 and filed for record on June 12, 2015 as Instrument 20150612000197030 (the "Subsequent Mortgage"), which said Mortgage is secured by the Property hereinabove described;

Intent to Subordinate

AND WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien and operation of the Senior Lien first above-recited, for the full balance thereof, to the lien and operation of the Subsequent Mortgage second above-recited, so that the said Subsequent Mortgage second above-recited shall and will become a lien upon the said Property and the Senior Lien first above-recited shall be subordinated thereto in every manner whatsoever;

Consideration and Subordination

NOW WITNESS: That the parties hereto, intending to be legally bound hereby, in consideration of the Premises and of the advantages to be derived from these presents, as well in consideration of the sum of \$10.00 lawful money of the United States of America, each to the other well and truly paid at and before the sealing and delivery of these presents, receipt whereof is hereby acknowledged, agree that the said Senior Lien first above recited, secured upon the Property as therein described shall be, and the same is by these presents, made junior in lien and subordinated to the lien and operation of the said Subsequent Mortgage second above-recited to be given and executed by Mortgagor to Subsequent Mortgagee as aforesaid, secured upon the Property herein described.

Default

In the event of default under any of the terms or conditions of the said subordinated lien, resulting in foreclosure proceedings thereon, or on the accompanying note, such proceedings shall be especially advertised as being under and subject to the lien and payment of the said Mortgage given and executed by Mortgagor to Subsequent Mortgagee on June 1, 2015, in the principal sum of \$198,753.00.

THIS AGREEMENT shall be binding upon the parties hereto, their heirs, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on September <u>17</u>, 2015.

INTERLINC MORTGAGE SERVICES, LLC

SENIOR MORTGAGEE

By: Marcia Ann Its: Exec. Vice Pres. & COO

INTERLINC MORTGAGE SERVICES, LLC

SUBSEQUENT MORTGAGEE

Jason Baker

EVP Capital Markets

ACKNOWLEDGEMENTS

STATE OF Texas COUNTY OF HARRIS

undersigned Notary Public, hereby certify that Marcia Ann King whose name as Exec. vic Pres., & coo of INTERLINC MORTGAGE SERVICES, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she, as such officer and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand this 17 day of September, 2015.

My commission expires: Apr. 425, 2019

LOLA M MINGO My Commission Expires April 25, 2019

STATE OF Texas COUNTY OF HARRIS

the undersigned Notary Public, hereby certify that Jason Baker EVP Capital Markets of INTERLINC MORTGAGE SERVICES, LLC, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he/she, as such officer and with full authority, executed the same voluntarily on the date the same bears date.

Given under my hand this 17 day of September, 2015.

Notary Public My commission expires:

PARI 125, 2019

THIS INSTRUMENT PREPARED BY: SHANNON E. PRICE, P.C. P.O. Box 19144

Birmingham, AL 35219 Phone: (205) 421-1020

LOLA M MINGO My Commission Expires April 25, 2019

Filed and Recorded Official Public Records Judge James W. Fuhrmeister, Probate Judge, **County Clerk** Shelby County, AL 09/24/2015 03:24:29 PM

\$17.00 CHERRY 20150924000335450