

20161004000361970 1/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/04/2016 08:22:35 AM FILED/CERT

**SUBORDINATION AGREEMENT  
(Real Property)**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 21<sup>st</sup> day of September, 2016, by the undersigned, Avadian Credit Union formerly known as Alabama Telco Credit Union ("Holder").

**WITNESSETH THAT:**

WHEREAS, Holder is the holder and owner of a security deed or mortgage from Matthew W. Hodges and Ginger L. Hodges, husband and wife ("Borrower") dated March 3, 2014, and recorded in Instrument No. 20140318000074830, in the Office of the Judge of Probate of Shelby County, Alabama ("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 Mortgage Corp. ("Lender") the sum of \$269,400.00 and no more, secured by a security deed or mortgage conveying said Property, dated of even date herewith ("Superior Security Instrument"); and

WHEREAS, Holder has agreed that the lien of the Superior Security Instrument shall be prior and superior to the lien of the Existing 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 the Existing Security Instrument to the lien of the Superior Security Instrument, so that the Superior Security Instrument shall be deemed to convey title to Lender to said Property superior to the Existing Security Instrument and superior to the indebtedness secured by said Existing 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. Without the prior written consent of Lender, Holder shall not exercise any collection rights with respect to the Property, will not foreclose under the Existing Security Instrument or exercise any power of sale thereunder or to take any other collection action with respect to the Property and Holder's security interest therein.

Lender's rights under the Superior Security Instrument may be exercised by Lender without notice to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the making of additional loans or advances to Borrower), all without notice to or consent of Holder, and without affecting the superiority of Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Security Instrument provided for herein:  shall be limited in application to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same, or  shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Security Instrument or any interest therein unless either (i) Holder has obtained the express prior written

consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgment to be recorded in the real estate records in the office in the county in which Property is located

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 purchases pursuant to any power of sale contained in the Superior Security Instrument

Holder agrees to execute and deliver to Lender any further documents or instruments 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, under seal, after due authorization, the day and year first above written above.

HOLDER:

Avadian Credit Union formerly known as  
Alabama Teleco Credit Union

Shannon Porter  
By: Shannon Porter  
Title: AVP Consumer Lending

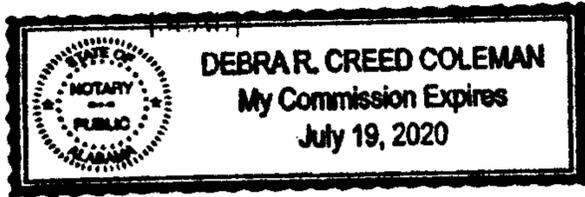
State of Alabama  
County of SHELBY

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that Shannon Porter whose name as AVP Consumer Lending Avadian Credit Union formerly known as Alabama Teleco Credit Union, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 21<sup>st</sup> day of September, 2016.

Debra R. Creed Coleman

Notary Public  
My Commission Expires:



Prepared by and Return  
Recorded Instrument to

Attn: Stephanie Uptain  
Synovus Mortgage Corp  
2204 Lakeshore Drive, Suite 325  
Birmingham, AL 35209



20161004000361970 2/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/04/2016 08:22:35 AM FILED/CERT

EXHIBIT A

Lot 27, according to the Survey of Southpointe, First Sector, as recorded in Map Book 11, Page 83, in the Office of the Judge of Probate of Shelby County, Alabama.



20161004000361970 3/3 \$21.00  
Shelby Cnty Judge of Probate, AL  
10/04/2016 08:22:35 AM FILED/CERT