

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

After Recording, Return To:

MORTGAGE CONNECT, LP

260 AIRSIDE DRIVE

MOON TOWNSHIP, PA 15108

File No. 835364

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is Made By **SOUTHERN STATES BANK** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

BORROWER: ROBERT A. MCCARY AND JULIE B. MCCARY

LENDER: SOUTHERN STATES BANK

DATE EXECUTED: 10/29/2008

DATE RECORDED: 11/13/2008

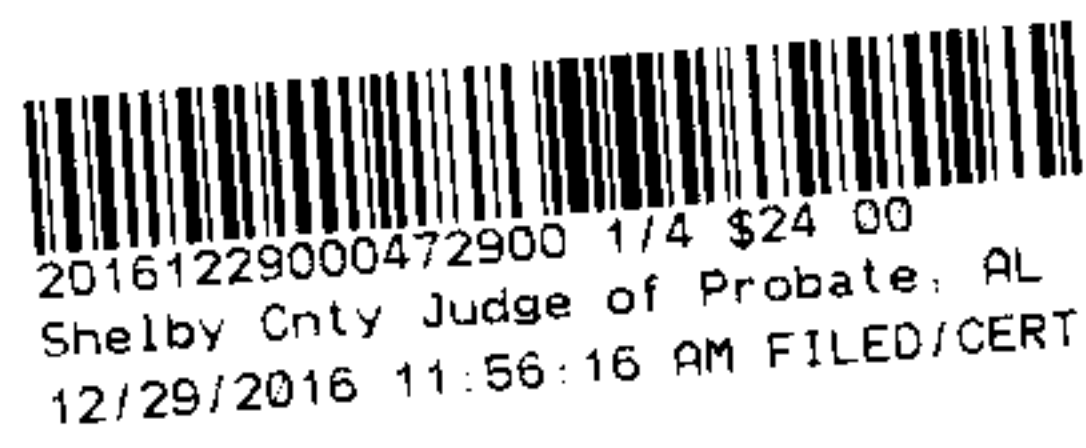
RECORDED AT: 08-1113/439000

AMOUNT: \$49,500.00

which is a lien on the real estate described below (the "Property").

Lot 3, Block 1, according to the Survey of Kirkwall, a Subdivision of Inverness, as recorded in Map Book 6, Page 152, in the Office of the Judge of Probate of Shelby County, Alabama.

Property Address: **P.O BOX 8370, ANNISTON AL 36202**



B. Lender, **REGIONS MORTGAGE**, will be making a loan secured by a mortgage, in the maximum principal amount of \$358,250.00 (Three Hundred Fifty Eight Thousand Two Hundred Fifty Dollars and Zero Cents), to ROBERT A. MCCARY AND JULIE B. MCCARY as Borrower and ("New Mortgage"), which will be a is a lien on the Property.

C. As part of the consideration for Lender's agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.

2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

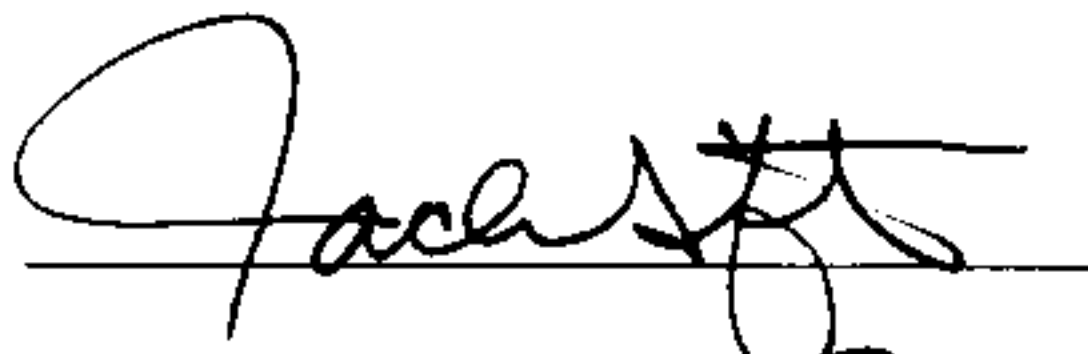
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20161229000472900 2/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:56:16 AM FILED/CERT

Executed this 5th day of DECEMBER, 2016

SOUTHERN STATES BANK

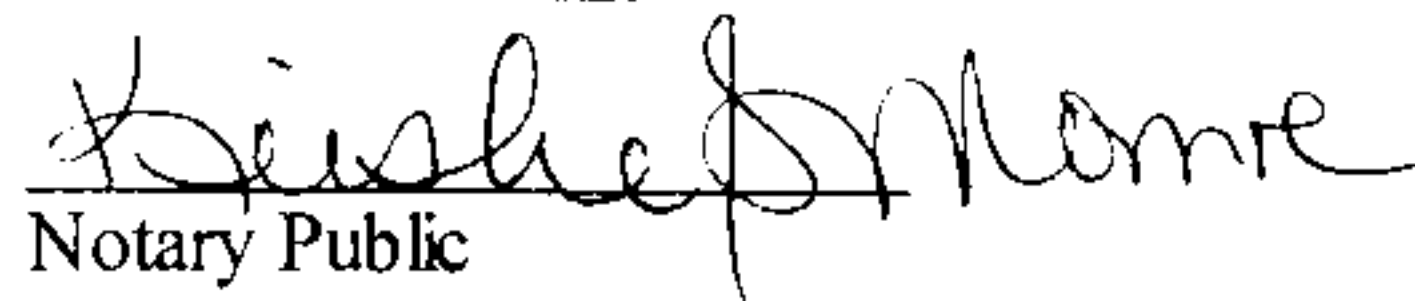
By: 

Its: SENIOR EXECUTIVE VICE PRESIDENT

STATE OF Alabama
COUNTY OF Calhoun

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that Jack Swift its Senior Executive Vice President, on behalf of the Grantor **SOUTHERN STATES BANK** is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this date that, being informed of the contents of the conveyance, he/she, executed the same in his/her capacity as Senior Executive Vice President and with full authority executed the same voluntarily for and as the act of said Grantor corporation, acting in its capacity as set out in the signature area above and as described in this acknowledgement/notarial statement on behalf of aforementioned Grantor corporation, as on the day the same bears date.

Given under my hand and official seal this 5th day of December, 2016


Notary Public

My Commission Expires
April 3, 2017



20161229000472900 3/4 \$24.00
Shelby Cnty Judge of Probate, AL
12/29/2016 11:56:16 AM FILED/CERT

Exhibit "A"

Lot 3, Block 1, according to the Survey of Kirkwall, a Subdivision of Inverness, as recorded in Map Book 6, Page 152, in the Office of the Judge of Probate of Shelby County, Alabama.

