

20170607000199910  
06/07/2017 09:11:06 AM  
SUBAGREM 1/3

This instrument prepared by:  
J Nichols/BRYANT BANK  
5319 US Hwy 280  
Birmingham, AL 35242

Loan Number: 6000082843

STATE OF ALABAMA     )  
  
Shelby COUNTY         )

### SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 6<sup>th</sup> day of June, 2017.

W-I-T-N-E-S-S-E-T-H

WHEREAS, Marvin Keron Vickers III, (collectively, the "Borrowers") are the owners of certain real property and improvements located in 6005 Ridge Trail Birmingham, AL 35242, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Collateral"); and

WHEREAS, the Borrowers previously obtained a loan from BRYANT BANK, ("Secured Party") in the original principal amount of One Hundred Four Thousand & 00/100 Dollars (\$104,000.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 01/09/2009, in Instrument No. 20090123000022710 in the Probate Office of Shelby County, Alabama (the "Mortgage"); Said Mortgage was further modified on 01/13/2014 and recorded on 02/26/14 in Instrument No. 2014022600052270 in the Probate Office of Shelby County, Alabama;

WHEREAS, the Borrowers have obtained a loan from Advance Mortgage & Investment Company LLC ("First Mortgage Lender"), its successors and/or assigns as their interests may appear, as evidenced by that certain promissory note of even date herewith in the original principal amount of Three Hundred Thirty Six Thousand Two Hundred Fifty & 00/100 Dollars (\$336,250.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number \_\_\_\_\_, Shelby County, Alabama; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Borrowers in favor of First Mortgage Lender, its successors and/or assigns as their interest may appear.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in order to induce First Mortgage Lender to make said loan to Borrowers, it is hereby agreed as follows:

1. Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to First Mortgage Lender, its successors and/or assigns as their interests may appear, as described above and consents to and with First Mortgage Lender and Borrowers that the Mortgage and security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the Mortgage and security interest granted by



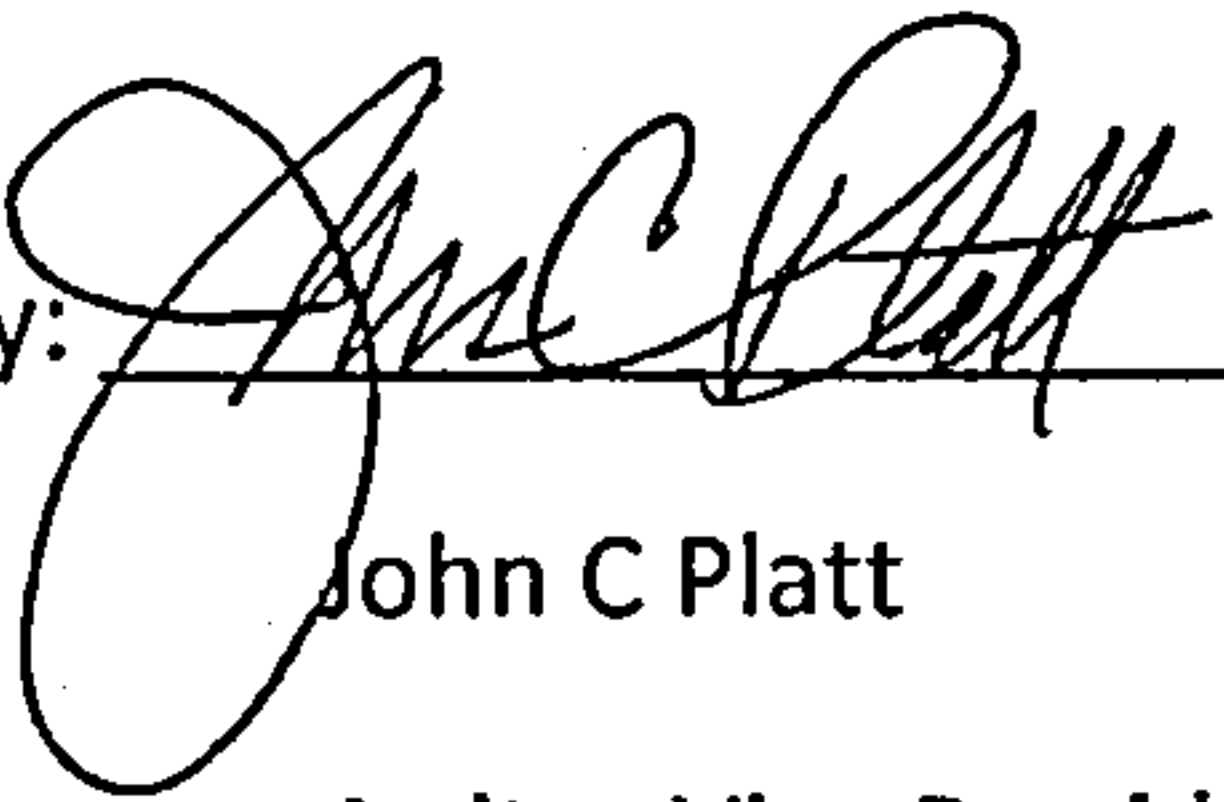
Borrowers to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to Three Hundred Thirty Six Thousand Two Hundred Fifty & 00/100 Dollars (\$336,250.00), together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall not apply to the extent of any future advance from First Mortgage Lender to Borrowers, as it is expressly understood that the loan from First Mortgage Lender is non-revolving and is to be reduced monthly from a schedule of monthly payments of principal and interest, amortized over a period not exceeding thirty (30) years.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal this 19<sup>th</sup> day of May, 2017.

SECURED PARTY:

BRYANT BANK

By:   
John C Platt  
As its: Vice President



STATE OF ALABAMA      20170607000199910    06/07/2017 09:11:06 AM SUBAGREM 3/3  
Shelby COUNTY      )

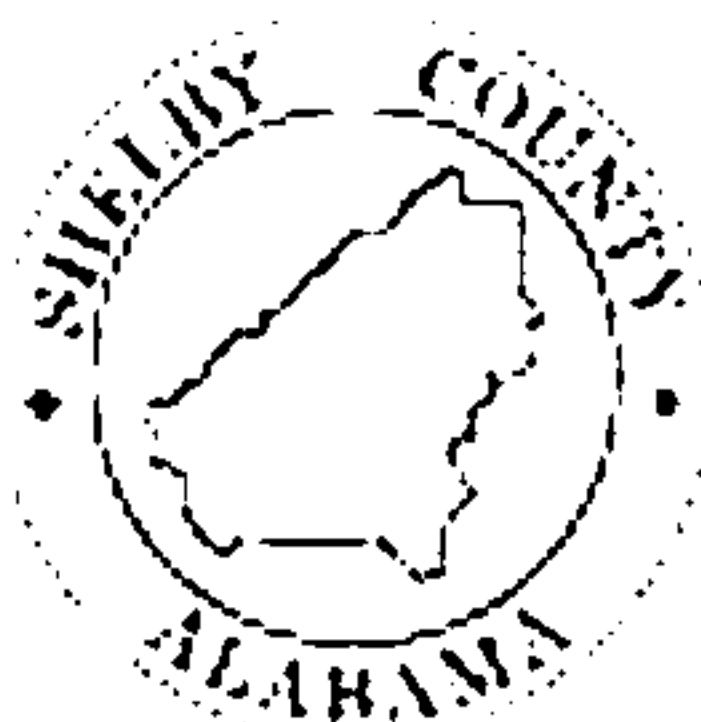
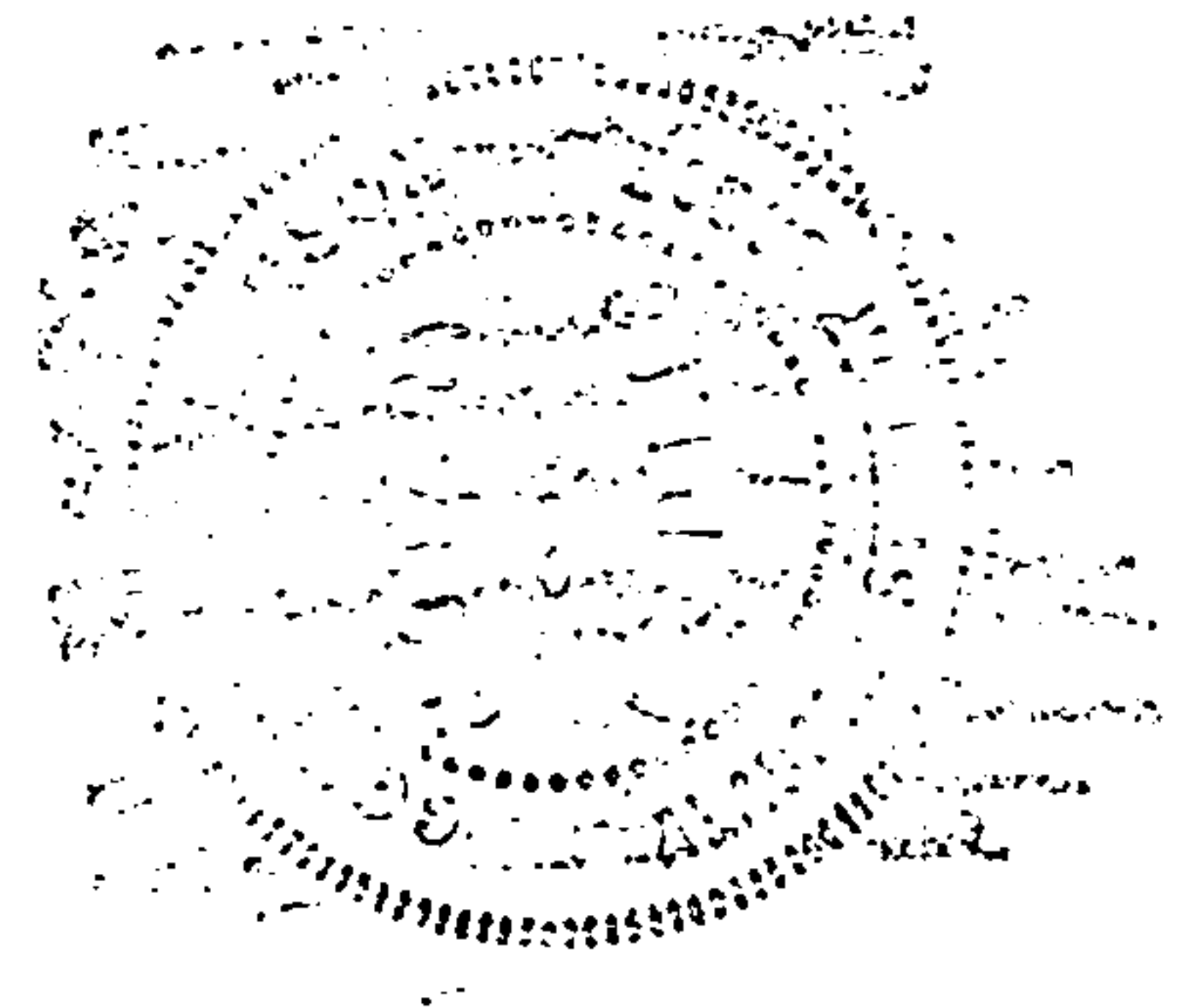
I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that John C Platt, whose name as Vice President of BRYANT BANK, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal of office on this 19 day of may, 2017.

Corrie C. Brown

Notary Public in and for the State of Alabama  
At Large

MY COMMISSION EXPIRES:  
My Commission Expires: March 27, 2019



Filed and Recorded  
Official Public Records  
Judge James W. Fuhrmeister, Probate Judge,  
County Clerk  
Shelby County, AL  
06/07/2017 09:11:06 AM  
\$23.00 CHERRY  
20170607000199910

James W. Fuhrmeister