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

20180702000234740 1/3 \$21.00 Shelby Cnty Judge of Probate, AL

07/02/2018 01:28:05 PM FILED/CERT

Loan Number: 6000045239

STATE OF ALABAMA)

Shelby COUNTY)

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 12th, day of April, 2018.

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

WHEREAS, William P Gray Jr. and Rebecca W Gray, (collectively, the "Borrowers") are the owners of certain real property and improvements located in 5030 Aberdeen Way Hoover, AL Shelby County, Alabama, 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 Fifty Thousand and 00/100 (\$150,000.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on August 28, 2007, in Instrument No. 20070828000405230 in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from Bryant Bank ("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 One Hundred Seventy-five Thousand & 00/100 Dollars (\$175,000.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number 20/80525000182720, 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:

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 One Hundred Seventy-five Thousand & 00/100 Dollars (\$175,000.00), 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 12 day of 1901 ______, 2018.

SECURED PARTY:

BRYANT BANK

By:

John C Platt

As its: Vice President

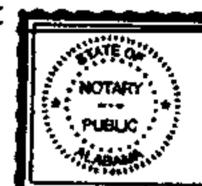
20180702000234740 2/3 \$21.00 20180702000234740 2/3 \$21.00 Shelby Cnty Judge of Probate: AL 07/02/2018 01:28:05 PM FILED/CERT STATE OF ALABAMA Shelby COUNTY

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 12^{44} day of 40^{1}

Notary Public in and for the State of Alabama At Large

My Commission Expires:



CRISTY DAWN PARKER My Commission Expires August 17, 2021