20180713000250770 07/13/2018 02:20:19 PM SUBAGREM 1/4

Prepared by:
Susan Porter
BB&T
P.O. Box 1290
Whiteville, NC 28472

#### SUBORDINATION AGREEMENT

That Colonial Bank, N.A. *NIKIA* Branch Banking & Trust Company (" B&T") being the present owner and holder of that certain promissory note dated 04/2612005 in the original principal amount of \$33,500.00 ("BB&T's Note"), executed by Billy Wayne Crenshaw ("Borrower"), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with Ditech Financial. LLC ("Lender") that all liens, mortgages, encumbrances, security interests, and assignments of every kind and character created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit A hereto ("BB&T's Security Instrument"), affecting the real . property and improvements described therein ("the Mortgaged Property"), are hereby expressly SUBORDINATED AND MADE SECONDARY AND INFERIOR, to the liens, mortgages, encumbrances, security interests, and assignments created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit B hereto ("Lender's Security Instrument"), affecting the Mortgaged Property, and securing the following indebtedness ("Lender's Note"):

'New Note Dated June 23, 2018 not to exceed \$117.200.00'

This Agreement shall extend to any renewal or extension of all or any part of Lender's Note, and notice of any such renewal or extension and the consent thereto of BB&T or any other owner or holder of BB&T's Note shall not be necessary.

This Agreement and the covenants and agreements contained herein shall not be impaired, reduced or affected by the taking of any other security for Lender's Note or the release, surrender or loss of any other security or collateral for the payment of Lender's Note or the failure, neglect or refusal of Lender to enforce any other security or collateral for the payment of Lender's Note.

This Agreement shall be binding upon BB&T and its successors and assigns, including each and every subsequent owner and holder of BB&T's Note, and the terms hereof shall inure to the benefit of Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of Lender's Note, or any renewal or extension thereof.

#### 20180713000250770 07/13/2018 02:20:19 PM SUBAGREM 2/4

Except for the subordination described by this Agreement, BB&T's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 8<sup>th</sup> day of June, 2018.

By: Sharon McMichael

AVP

Title

STATE OF NO

FORSYTH COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that SHARON MCMICHAEL, as AVP of BRANCH BANKING & TRUST COMPANY, a North Carolina corporation, 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, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 8<sup>TH</sup> day of JUNE, 2018.

[SEAL]

# LAILA HARRIS

Notary Public Forsyth Co., North Carolina My Commission Expires April 7, 2019

Notary Public

My commission

expires

## Exhibit B

Description of Lender's Security	Instrument:	
'Mortgage dated 6-23, 2018	and recorded in Shelby County, AL as Instrument#	•

### 20180713000250770 07/13/2018 02:20:19 PM SUBAGREM 4/4

### Exhibit "A"

Real property in the City of **COLUMBIANA**, County of **SHELBY**, State of **Alabama**, described as follows:

A PORTION OF THE NE¼ OF THE NE¼ OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, MORE, PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NE CORNER OF SECTION 31, TOWNSHIP 21 SOUTH, RANGE 1 EAST, AND RUN WESTERLY ALONG THE NORTH SIDE OF THE SAID SECTION FOR 820.47 FEET TO AN IRON ON THE SW RIGHT-OF-WAY OF SHELBY COUNTY ROAD NO. 28, THEN TURN AN ANGLE OF 139 DEG. 06 MIN. TO THE LEFT AND RUN SOUTHEASTERLY ALONG THE SW RIGHT-OF-WAY OF SAID ROAD #28 FOR 686.30 FEET TO A POINT IN CENTERLINE OF A 30 FOOT WIDE ACCESS EASEMENT WHICH PROVIDES ACCESS TO THE PARCEL HEREIN DESCRIBED, THEN TURN AN ANGLE OF 90 DEG. 00 MIN. TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE 30 FOOT WIDE ACCESS EASEMENT FOR 851.71 FEET, THEN TURN AN ANGLE OF 90 DEG. 30 MIN. TO THE RIGHT AND RUN NORTHWESTERLY FOR 15.00 FEET TO THE POINT OF BEGINNING. THEN CONTINUE ALONG THE SAME LINE RUNNING NORTHWESTERLY FOR 166.17 FEET, THEN TURN AN ANGLE OF 89 DEG. 30 MIN. TO THE RIGHT AND RUN NORTHEASTERLY FOR 262.18 FEET, THEN TURN AN ANGLE OF 90 DEG. 30 MIN. TO THE RIGHT AND RUN SOUTHEASTERLY FOR 166.17 FEET TO A POINT ON THE WEST SIDE OF THE SAID 30 FOOT WIDE ACCESS EASEMENT, THEN TURN AN ANGLE OF 89 DEG. 30 MIN. TO THE RIGHT AND RUN SOUTHWESTERLY ALONG THE WEST SIDE OF THE 30 FEET WIDE ACCESS EASEMENT FOR 262.18 FEET BACK TO THE POINT OE BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 1.00 ACRES.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO BILLY WAYNE CRENSHAW AND WIFE, LINDA SUE CRENSHAW FOR AND DURING THEIR JOINT LIVES AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM NELLIE JACK HARDY, A SINGLE WOMAN, BY DEED DATED DECEMBER 29, 1976 AND RECORDED FEBRUARY 17, 1977 IN/AS BOOK 303, PAGE 817 OF OFFICIAL RECORDS.

SAID DOCUMENT WAS CORRECTED MAY 05, 1977 AS BOOK 305, PAGE 228 OF OFFICIAL RECORDS.

APN #: 20-9-31-0-000-007.002

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
07/13/2018 02:20:19 PM
\$24.00 CHERRY

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July 3