

**SUBORDINATION AGREEMENT
(Real Property)**

STATE OF ALABAMA
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 29th day of October 2019, by the undersigned, First Commercial a div Synovus Bank (“Holder”);

WITNESSETH THAT:

WHEREAS, Holder is also known as Synovus Bank, and is the holder and owner of a security deed or mortgage from Joel D. Nelson, Her Husband, Sandra P. Nelson, His Wife (Borrower”) dated the 24th of October, 2014, and recorded in Instrument #20141211000388990, in the Office of the County Clerk of Shelby County , Alabama, as may be amended (“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 Wells Fargo Bank N.A. Assurance Financial Group, LLC Corporation ISAOA/ATIMA (“Lender”) the sum of \$340,000.00 secured by a security deed or mortgage conveying said Property, dated of even date herewith (“Superior Security Instrument”); and

WHEREAS, Borrower and Lender have requested that Holder subordinate the Existing Security Deed to the lien, force and effect of the Superior 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, and all right title and interest of Holder under, the Existing Security Instrument to the lien of the Superior 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.

The Existing Security Instrument now held by the Holder shall remain otherwise in full force and effect, the subordination of the Existing Security Instrument provided for herein being limited in application to the specific indebtedness of Borrower to Lender secured by the Superior Security Instrument and any and all extensions, renewals and refinances of same.

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

Holder agrees to execute and deliver to Lender any further documents or instrument 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.

HOLDER: SYNOVUS BANK

By: Terri Wilkinson
Name: Terri Wilkinson
Title: Sr. Manager Retail Lending Center

(Corporate Seal)

Executed and delivered
in the presence of:

Patricia McCart
Witness – Patricia McCart

STATE OF GEORGIA
COUNTY OF MUSCOGEE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Terri Wilkinson whose name, as Sr. Manager Retail Lending Center of the Holder, is signed to the foregoing instrument, and who is known to me, and known to me to be such officer of the Holder, or provided satisfactory picture identification, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily, as the duly authorized act of the Holder, on the day the same bears date.

Given under my hand and seal of office this 29th day of October 2019.

[NOTARY SEAL] State of Georgia
Ramona Hawk
Notary Public
My Comm Expires
01/28/2020
Muscogee County

Ramona Hawk
Notary Public – Ramona Hawk
My Commission Expires: 01/28/2020

This Instrument Prepared by
Ramona Hawk
Synovus Bank
Attn: Subordinations
33 W. 11th St. 2nd floor
Columbus, GA 31901

EXHIBIT A

THE FOLLOWING DESCRIBED PROPERTY SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 1, BLOCK 2, ACCORDING TO THE SURVEY OF WINDSOR ESTATES, AS RECORDED IN MAP BOOK 9, PAGE 132 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

LESS AND EXCEPT: PART OF LOT 1, BLOCK 2, WINDSOR ESTATES, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SE CORNER OF LOT 1, BLOCK 2, OF WINDSOR ESTATES, AS RECORDED IN MAP BOOK 9, PAGE 132, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, AND RUN IN A NORTHERLY DIRECTION ALONG THE WESTERLY RIGHT OF WAY LINE OF BRADFORD PLACE, A DISTANCE OF 111.54 FEET; THENCE 90 DEG. LEFT, IN A WESTERLY DIRECTION A DISTANCE OF 30.00 FEET; THENCE 90 DEG. LEFT, IN A SOUTHERLY DIRECTION A DISTANCE OF 92.31 FEET; THENCE 54 DEG. 52 MIN. 45 SEC. LEFT, IN A SOUTHEASTERLY DIRECTION A DISTANCE OF 34.42 FEET; THENCE 50 DEG. 07 MIN. LEFT, IN AN EASTERLY DIRECTION A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA. MINERAL AND MINING RIGHTS EXCEPTED.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO JOEL D. NELSON AND SANDRA P. NELSON, FOR AND DURING THEIR JOINT LIVES, AND UPON THE DEATH OF EITHER OF THEM, THEN TO THE SURVIVOR OF THEM FROM CORNERSTONE BUILDING CO., INC. BY CORPORATION FORM WARRANTY DEED, JOINTLY FOR LIFE WITH REMAINDER TO SURVIVOR DATED 6/19/1987, AND RECORDED ON 6/25/1987, AT BOOK 137, PAGE 773, IN SHELBY COUNTY, AL.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
11/25/2019 01:15:49 PM
\$29.00 CHARITY
20191125000437690

Allen S. Bayl