

20200113000018190  
01/13/2020 03:56:30 PM  
SUBAGREM 1/4

**Instrument prepared by:**

Gina Bethel

Truist Bank

2400 Reynolda Rd., FL 2

Winston Salem, NC 27106

**Mail after recording to:**

Truist Bank

P.O.Box 1290

Whiteville, NC 28472

**SUBORDINATION AGREEMENT**

That **TRUIST BANK, formerly known as Branch Banking and Trust Company** ("Truist"), being the present owner and holder of that certain promissory note dated 4/26/2016 in the original principal amount of \$17,100.00 ("Truist's Note"), executed by **ASHLEY PATE GARRETT & JAMES A. GARRETT** ("Borrower"), payable to the order of Truist, for good and valuable consideration received, does hereby covenant, stipulate, and agree with **LEGACY COMMUNITY FEDERAL CREDIT UNION** ("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 ("Truist'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"):

Note dated 1.7.2020 not to exceed \$265,000.00

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 Truist or any other owner or holder of Truist'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 Truist and its successors and assigns, including each and every subsequent owner and holder of Truist'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.

Except for the subordination described by this Agreement, Truist's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 19th day of December, 2019.

TRUIST BANK

By:

Sharon McMichael

Sharon McMichael

AVP

Title

STATE OF NORTH CAROLINA

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 TRUIST BANK, 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 19th day of December, 2019.

[SEAL]

**GINA L. BETHEL**  
Notary Public  
Guilford Co., North Carolina  
My Commission Expires Jan. 12, 2024

Gina L. Bethel

Notary Public

My commission expires

January 12, 2024

**Exhibit A**

**Description of Truist's Security Instrument:**

Mortgage dated 4/26/2016 and recorded in the Clerk's Office of the Circuit Court of Shelby, AL as Instrument No. 20160518000169390.

**Exhibit B**

**Description of Lender's Security Instrument:**

Mortgage dated 1.7.2020 and recorded in the Clerk's Office of the <sup>Probate</sup> Circuit Court of Shelby County, Alabama as Instrument No. 20200113000018030



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
01/13/2020 03:56:30 PM  
\$32.00 CHERRY  
20200113000018190

*Allie S. Bayl*