

20200501000172430
05/01/2020 03:17:05 PM
SUBAGREM 1/4

This instrument prepared by:
JNichols/BRYANT BANK
21290 Hwy 25
Columbiana, AL 35051

Loan Number: 6000349025

STATE OF ALABAMA)
Shelby COUNTY)

Record and Return to:
Fidelity National Title Group
6500 Pinecrest Drive, Suite 600
Plano, TX 75024

AH1-200217887AL

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 23rd, day of March, 2020.

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

WHEREAS, Devon Wayne Horton and Chasity J. Horton, (collectively, the "Borrowers") are the owners of certain real property and improvements located in 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 Thirty-nine Thousand Seven Hundred Forty-five & 00/100 Dollars (\$39,745.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 03/04/19, in Instrument No. 20190304000067530 in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from RoundPoint Mortgage Servicing Corporation ("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 Thousand Two Hundred Twenty-four & 64/100 Dollars (\$155,224.64), which loan is secured by a mortgage on the Collateral recorded in Instrument Number _____, Shelby County, Alabama; and
20200410000140300

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 One Hundred Thousand Two Hundred Twenty-four & 64/100 Dollars (\$155,224.64), 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 23rd day of March, 2020.

SECURED PARTY:

BRYANT BANK

By: Melinda S. Tolleson

Melinda S. Tolleson

As its: Vice President

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 Melinda S. Tolleson, 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 23 day of March, 2020.

Melinda Tolleson

Notary Public in and for the State of Alabama
At Large

My Commission Expires
My Commission Expires: August 7, 2022



Exhibit A

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA, AND IS DESCRIBED AS FOLLOWS:

LOT 328, ACCORDING TO THE SURVEY OF ALABAMA POWER COMPANY RECREATIONAL COTTAGE SITE SECTOR 3 AS RECORDED IN MAP BOOK 22, PAGES 51 A-C IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

Parcel ID: 32 3 06 0 001 002.010

Commonly known as 78 Mostellers Circle, Shelby, AL 35143
However, by showing this address no additional coverage is provided

Source of Title Deed Instrument: 20160614000205410.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/01/2020 03:17:05 PM
\$32.00 CHERRY
20200501000172430

Alli S. Bayal