

## SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 11<sup>th</sup> day of **May, 2020**, by and between **Jeffrey E. Holmes and Mona S. Holmes**, a married couple (herein referred to individually as the "Borrower" and collectively as the "Borrowers"), and Oakworth Capital Bank, a State bank (herein referred to as the "Lender").

### RECITALS

Borrowers executed and delivered a Mortgage (herein referred to as "Second Mortgage") to the Lender covering the property located in Jefferson County, Alabama, described below and made a part hereof, in the amount of **\$315,000.00** dated **08/01/2014**, and filed on **08/13/2014**, and recorded in Land Records/Instrument **#20140813000252720** in the Probate Office of Jefferson County, Alabama:

**Lot 57, according to the Survey of Shoal Creek, as recorded in Map Book 6, page 150, in the Probate Office of Shelby County, Alabama.**

(herein referred to as the "Property").

**Fairway Independent Mortgage Corporation** is making a first mortgage loan to the Borrowers in the principal amount of **\$ 378,700.00** (herein referred to as the "First Mortgage"). It is a condition of **Fairway Independent Mortgage Corporation** making a loan to the Borrowers, that their loan be the First Mortgage and shall remain prior to and superior to the Second Mortgage from Lender to Borrowers. \* Instrument # 20200515000193250 recorded 5/15/20

**Fairway Independent Mortgage Corporation** is willing to make such loan provided its First Mortgage is a lien prior to and superior to the lien of the Second Mortgage to Lender from Borrowers, and provided Lender will specifically and unconditionally subordinate the lien on its Second Mortgage described above to the First Mortgage of **Fairway Independent Mortgage Corporation** Lender has agreed to subordinate its Second Mortgage as provided here in.

**NOW, THEREFORE**, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce **Fairway Independent Mortgage Corporation** to make the loan above referred to, above, it is hereby agreed as follows:

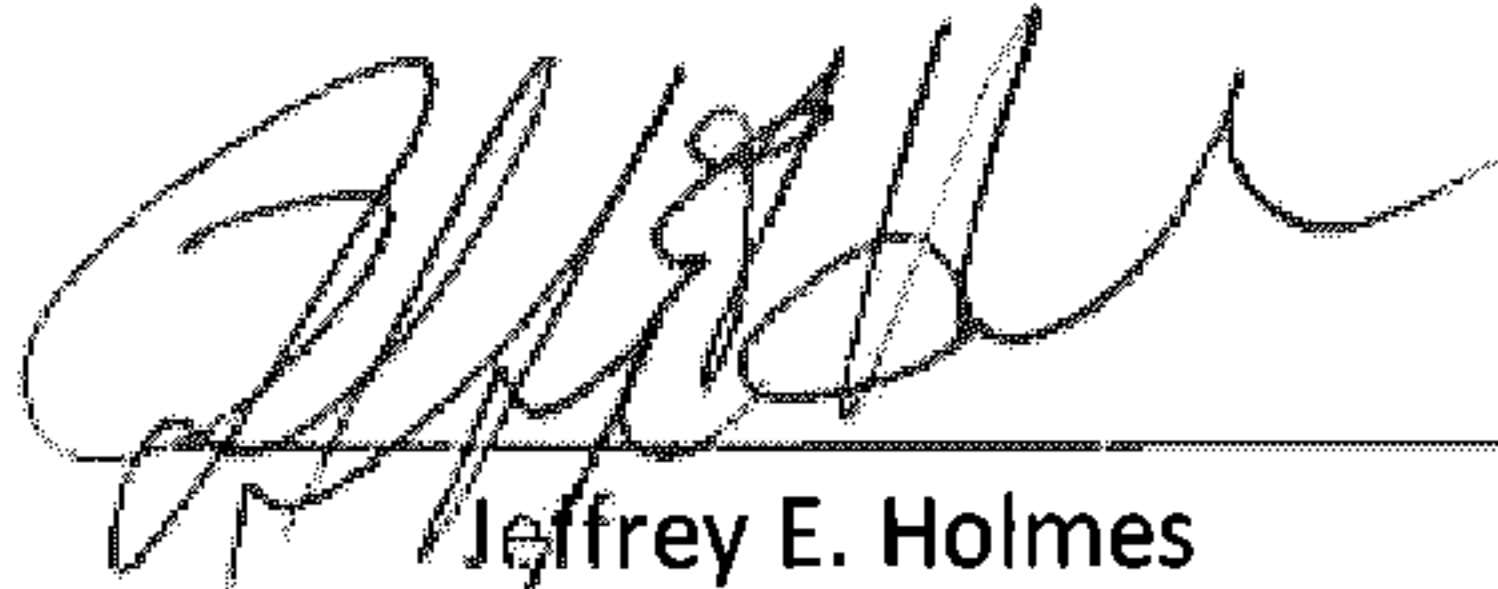
1. **SUBORDINATION**: The First Mortgage securing the Note in favor of **Fairway Independent Mortgage Corporation** referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all times a lien on the Property prior to and superior to the lien of the Second Mortgage from Borrowers to Lender.
2. **ACKNOWLEDGMENT OF SUBORDINATION**: Lender hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Second Mortgage upon the Property to **Fairway Independent Mortgage Corporation**, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. **Fairway Independent Mortgage Corporation** acknowledges that advances under

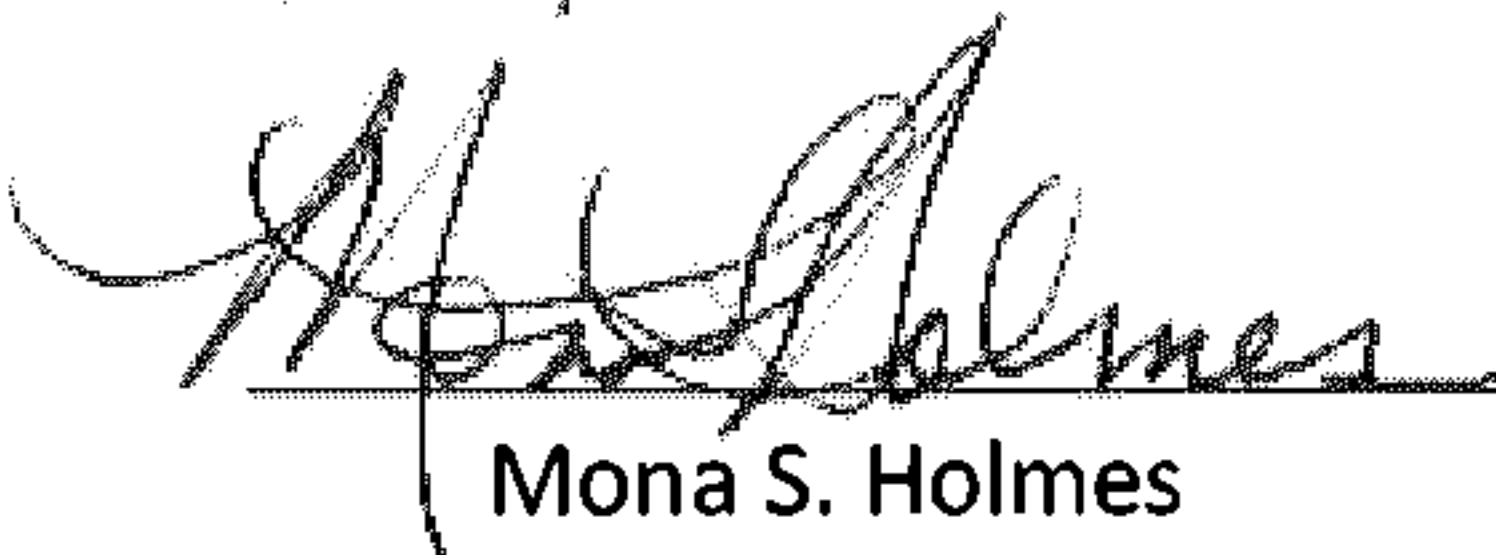
the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. **BINDING EFFECT**: This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

{SIGNATURE PAGES TO FOLLOW}

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

 [SEAL]  
Jeffrey E. Holmes

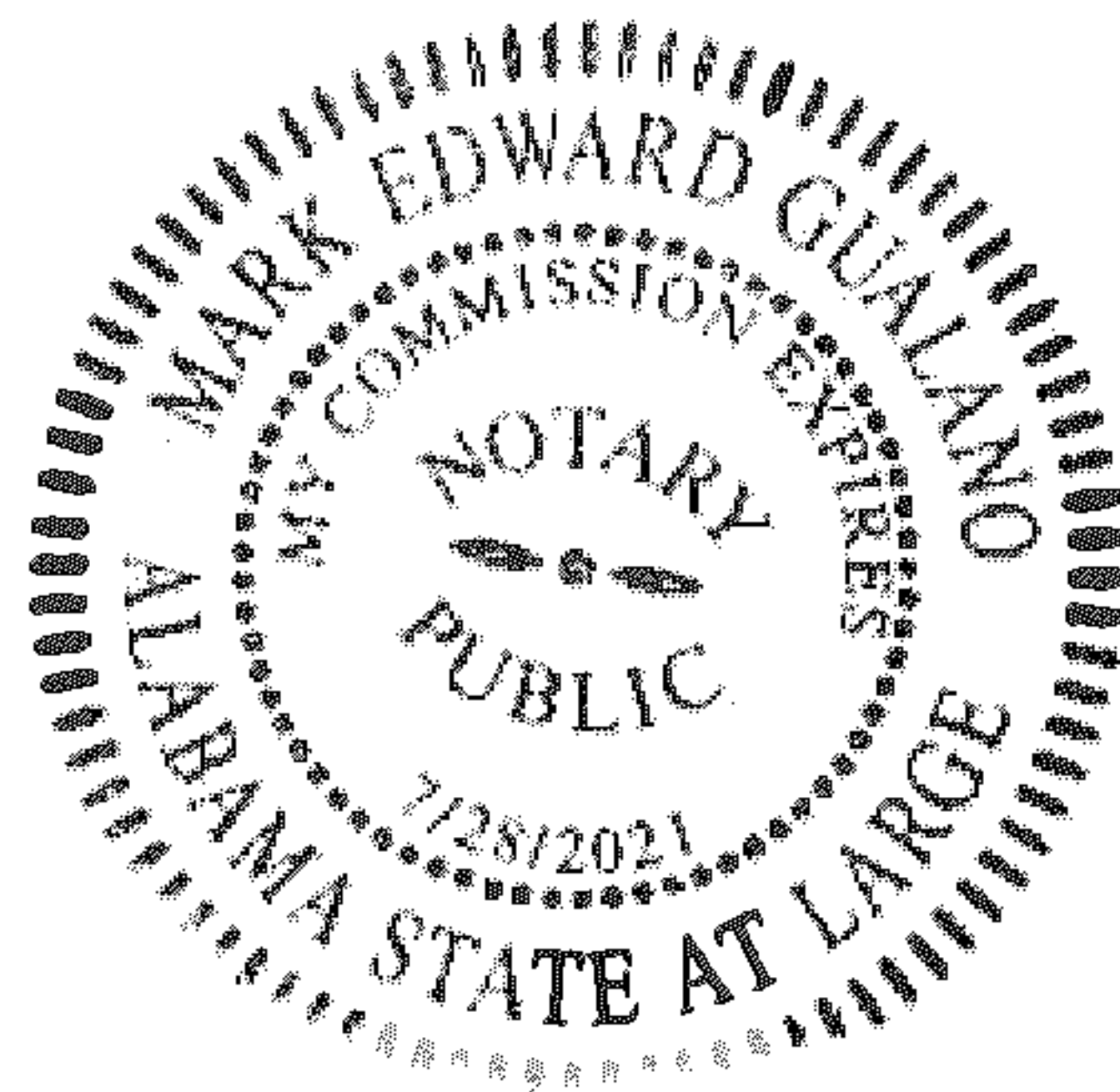
 [SEAL]  
Mona S. Holmes

STATE OF ALABAMA                    )  
COUNTY OF JEFFERSON            )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jeffrey E. Holmes and Mona S. Holmes, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11<sup>th</sup> day of May, 2020.

[NOTARIAL SEAL]




  
NOTARY PUBLIC

My Commission Expires: 7/28/21

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

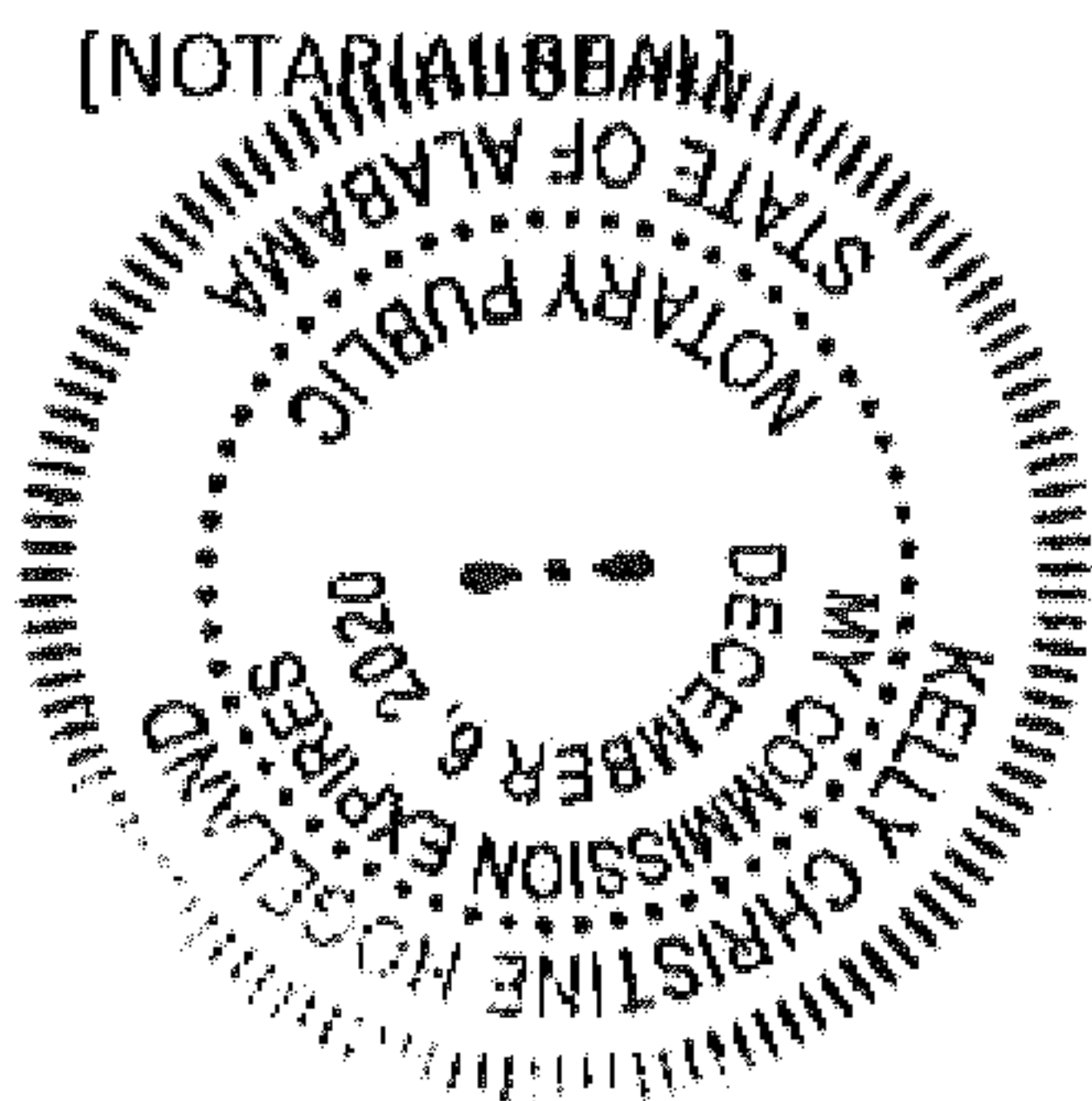
Oakworth Capital Bank, a State bank

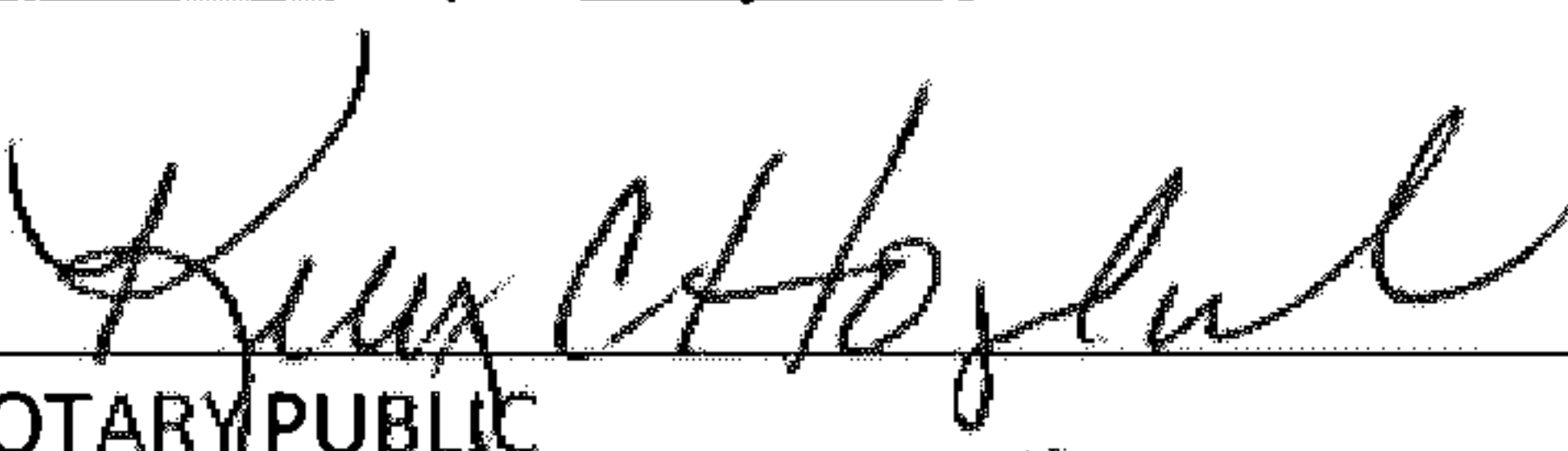
By:   
Alice Womack  
Its: Associate Managing Director

STATE OF ALABAMA     )  
COUNTY OF JEFFERSON    )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Alice Womack, whose name as Associate Managing Director, of Oakworth Capital 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 the instrument, he as such officer and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 7 day of May, 2020.



  
NOTARY PUBLIC  
My Commission Expires: 12-06-2020

