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05/21/2020 09:43:45 AM
SUBAGREM 1/5

This instrument prepared by:
ESAFI/BRYANT BANK
21290 HIGHWAY 25
COLUMBIANA, AL 35051

Loan Number: 6000377924

STATE OF ALABAMA }
SHELBY COUNTY }

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 1st, day of May, 2020.

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

WHEREAS, D. Bret Davenport and Paula D. Davenport, (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 Ten Thousand & 00/100 Dollars (\$10,000.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on April 16, 2010, in Instrument No. 20100416000117170 in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage ("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 Two Hundred Thirty-Two Thousand & 00/100 Dollars (\$232,000.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number _____, Shelby County, Alabama; and
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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 Two Hundred Thirty-Two Thousand & 00/100 Dollars (\$232,000.00), 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 1st day of May, 2020.

SECURED PARTY:

BRYANT BANK

By: Melinda 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 1st day of May, 2020.

Melinda Tolleson

Notary Public in and for the State of Alabama
At Large
My Commission Expires: August 7, 2022

EXHIBIT "A"
Property Description

Closing Date: May 8, 2020

Borrower(s): D. Bret Davenport and Paula D. Davenport

Property Address: 4433 Hwy 26, Columbiana, AL 35051

Handwritten initials: HMD DSA

PROPERTY DESCRIPTION:

A parcel of land situated in the NW 1/4 of the SW 1/4 of Section 13, Township 21 South, Range 2 West, and the NE 1/4 of the SE 1/4 of Section 14, Township 21 South, Range 2 West, more particularly described as follows:

Commence at the SW Corner of Section 13, Township 21 South, Range 2 West; thence N 1 deg-57'02"W for a distance of 2165.91' to a point on the northerly right-of-way line of Shelby County Highway No. 26, (80' R.O.W.), said point also being the POINT OF BEGINNING; thence S 88 deg-22'28"W along said right-of-way for a distance of 215.71' to a point on a curve to the right, having a central angle of 23 deg-42'39" and a radius of 914.99', said curve is subtended by a chord bearing N 79 deg-46'12"W and a chord distance of 375.96'; thence along the arc of said curve and along said right-of-way for a distance of 378.65'; thence N 24 deg-47'56"E and leaving said right-of-way for a distance of 161.58'; thence N 85 deg-05'24"E for a distance of 107.93'; thence N 6 deg-34'02"E for a distance of 347.18'; thence S 85 deg-00'00"E for a distance of 685.10' to a point in the centerline of Wild Wood Creek; thence S 13 deg-00'5"E along said centerline for a distance of 51.89'; thence S 43 deg-18'13"E along said centerline for a distance of 36.59'; thence S 3 deg-45'02"E along said centerline for a distance of 46.84'; thence S 11 deg-50'46"W along said centerline for a distance of 29.89'; thence S 17 deg-43'29"E along said centerline for a distance of 27.67'; thence S 56 deg-27'39"E along said centerline for a distance of 45.97'; thence S 17 deg-04'41"E along said centerline for a distance of 23.70'; thence S 37 deg-37'57"W along said centerline for a distance of 17.62'; thence N 85 deg-00'00"W along said centerline for a distance of 29.69'; thence S 63 deg-54'15"W along said centerline for a distance of 40.22'; thence N 49 deg-18'25"W along said centerline for a distance of 23.40'; thence N 21 deg-05'55"E along said centerline for a distance of 32.13'; thence N 24 deg-59'39"W along said centerline for a distance of 17.82'; thence N 80 deg-18'59"W along said centerline for a distance of 36.35'; thence S 72 deg-12'50"W along said centerline for a distance of 44.45'; thence S 50 deg-30'46"W along said centerline for a distance of 48.28'; thence S 29 deg-40'59"W along said centerline for a distance of 39.34'; thence S 7 deg-23'14"W along said centerline for a distance of 48.79'; thence S 23 deg-06'48"E along said centerline for a distance of 59.30'; thence S 53 deg-05'32"E along said centerline for a distance of 42.32'; thence S 49 deg-11'55"W and leaving said centerline for a distance of 160.42' to a point on the northerly line of said right-of-way, said point also being on a curve to the left having a central angle of 2 deg-34'12" and a radius of 1950.21', said curve subtended by a chord bearing S 89 deg-39'34"W and a chord distance of 87.47'; thence along the arc of said curve and said right-of-way for a distance of 87.48' to the end of said

curve; thence S 88 deg-22'28"W along said right-of-way for a distance of 16.17' to the POINT OF BEGINNING. Said Parcel contains 8.60 acres, more or less.

LESS AND EXCEPT a portion of a parcel of land being described in Deed Book 287, Page 677, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, lying within the bounds of said parcel which contains 8.60 acres, more or less, said portion of said instrument being more particularly described as follows:

BEGIN at the SE Corner of the SE 1/4 of the NE 1/4 of Section 14, Township 21 South, Range 2 West; thence N 1 deg-57'02" W along the easterly boundary of said 1/4-1/4 section a distance of 7.70', more or less; thence N 85 deg-00'-00" W a distance of 353.87', more or less; thence N 85 deg-00'00" W a distance of 353.87', more or less; thence S 6 deg-34'02" W a distance of 34.92', more or less; thence in an easterly direction along the southerly boundary of said 1/4-1/4 section a distance of 356.80', more or less to the Point of Beginning. Said portion of said instrument contains 7548 square feet, more or less.

Handwritten initials: HOD ABZ



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
05/21/2020 09:43:45 AM
\$34.00 CHERRY
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Handwritten signature: Allison Beryl