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06/23/2020 01:44:45 PM
SUBAGREM 1/3

Record Concurrently

Commitment Number: 26615393

This instrument prepared by:

Jay A. Rosenberg, Esq., Rosenberg LPA, Attorneys At Law, 3805 Edwards Road, Suite 550, Cincinnati, Ohio 45209 (513) 247-9605 Fax: (866) 611-0170 and Thomas Granville McCroskey, Esq., Member of the Alabama Bar and licensed to practice law in Alabama.

After Recording Return To:

ServiceLink

1355 Cherrington Parkway

Moon Township, PA 15108

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is Made By **Pentagon Federal Credit Union** ("Mortgagee"), under the following circumstances:

A. Mortgagee is the holder of a Mortgage (the "Existing Mortgage") described as follows:

BORROWER: David E. Wilson and Amee L. Wilson

LENDER: Pentagon Federal Credit Union

DATE EXECUTED: 10/04/2018

DATE RECORDED: 11/01/2018

RECORDED AT: Shelby County, Alabama, Instrument #20181101000388730

AMOUNT: \$30,000.00

which is a lien on the real estate described below (the "Property").

Lot 1248, according to the map of Highland Lakes, 12th sector, phase I, an Eddleman community, as recorded in map book 26, page 137, in the probate office of Shelby county, Alabama; being situated in Shelby county, Alabama.

Property Address: 1014 Ashmore Ln., Birmingham, AL 35242

B. Lender, **Pentagon Federal Credit Union**, will be making a loan secured by a mortgage, in the maximum principal amount of \$361,498.00 (Three Hundred Sixty One Thousand Four Hundred Ninety Eight Dollars and Zero Cents), to David E. Wilson as Borrower ("New

Mortgage”), which will be a lien on the Property.

C. As part of the consideration for Lender’s agreement to make the loan secured by the New Mortgage, and to induce Lender to make that loan, Mortgagee has agreed to subordinate the lien of the Existing Mortgage to the lien of the New Mortgage, upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, Mortgagee and Lender agree as follows:

1. Mortgagee hereby subordinates the lien of the Existing Mortgage to the lien of the New Mortgage; however, this subordination shall not otherwise affect the validity or priority of the Existing Mortgage.

2. This Subordination Agreement is made on the understanding that Mortgagee shall not be responsible for any of the obligations of Borrower contained in or secured by the New Mortgage.

3. This Subordination Agreement shall be binding upon and inure to the benefit of Lender and Mortgagee and their respective successors and assigns.

Executed this 8 day of April, 2020

Pentagon Federal Credit Union

By: Chris Will

Its: Christopher Williams
Assistant Treasurer

STATE OF Texas
COUNTY OF Collin

I, the undersigned, a Notary Public in and for the aforesaid County and State, hereby certify that Christopher Williams its Assistant Treasurer, on behalf of the Grantor **Pentagon Federal Credit Union** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date that, being informed of the contents of the instrument, he/she, executed the same in his/her capacity as Assistant Treasurer and with full authority executed the same voluntarily for and as the act of said credit union, acting in its capacity as set out in the signature area above and as described in this acknowledgement/notarial statement on behalf of aforementioned credit union, as on the day the same bears date.

Given under my hand an official seal this 8 day of April, 2020

Miriam
Notary Public



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
06/23/2020 01:44:45 PM
\$29.00 JESSICA
20200623000257020

Allen S. Bayl