

**SUBORDINATION AGREEMENT  
(Real Property)**

STATE OF ALABAMA  
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 11th day of June, 2020, by the undersigned, Synovus Bank (“Holder”);

**WITNESSETH THAT:**

WHEREAS, Holder is also known as Synovus Bank, and is the holder and owner of a security deed or mortgage from Emily W Brown, Christopher D Brown, (“Borrower”) dated 8th day of June, 2018, and recorded in Instrument Number 20180703000237030, in the Office of the Judge of Probate of Shelby County, Alabama, as may be amended (“Existing Security Instrument”) conveying the real property more particularly described on Exhibit “A” attached hereto and by this reference made a part hereof (the “Property”); and

WHEREAS, Borrower has this date borrowed from Fairway Independent Mortgage Corporation, ISAOA/ATIMA, (“Lender”) the sum of **\$260,500.00**, secured by a security deed or mortgage conveying said Property, dated of even date herewith (“Superior Security Instrument”); and

WHEREAS, Borrower and Lender have requested that Holder subordinate the Existing Security Deed to the lien, force and effect of the Superior Security Instrument; and

NOW, THEREFORE, for and in consideration of One Dollar (\$1.00) in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of, and all right title and interest of Holder under, the Existing Security Instrument to the lien of the Superior Security Instrument. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Security Instrument and the Superior Security Instrument are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Security Instrument, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement.

The Existing Security Instrument now held by the Holder shall remain otherwise in full force and effect, the subordination of the Existing Security Instrument provided for herein being limited in application to the specific indebtedness of Borrower to Lender secured by the Superior Security Instrument and any and all extensions, renewals and refinancings of same.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instrument as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby.

This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

IN WITNESS WHEREOF, Holder has duly executed this Subordination Agreement, under seal, after due authorization, the day and year first above written.

HOLDER:

SYNOVUS BANK

By: Terri Wilkinson  
Name: Terri Wilkinson  
Title: Retail Lending Center Sr. Manager

Executed and delivered  
in the presence of:

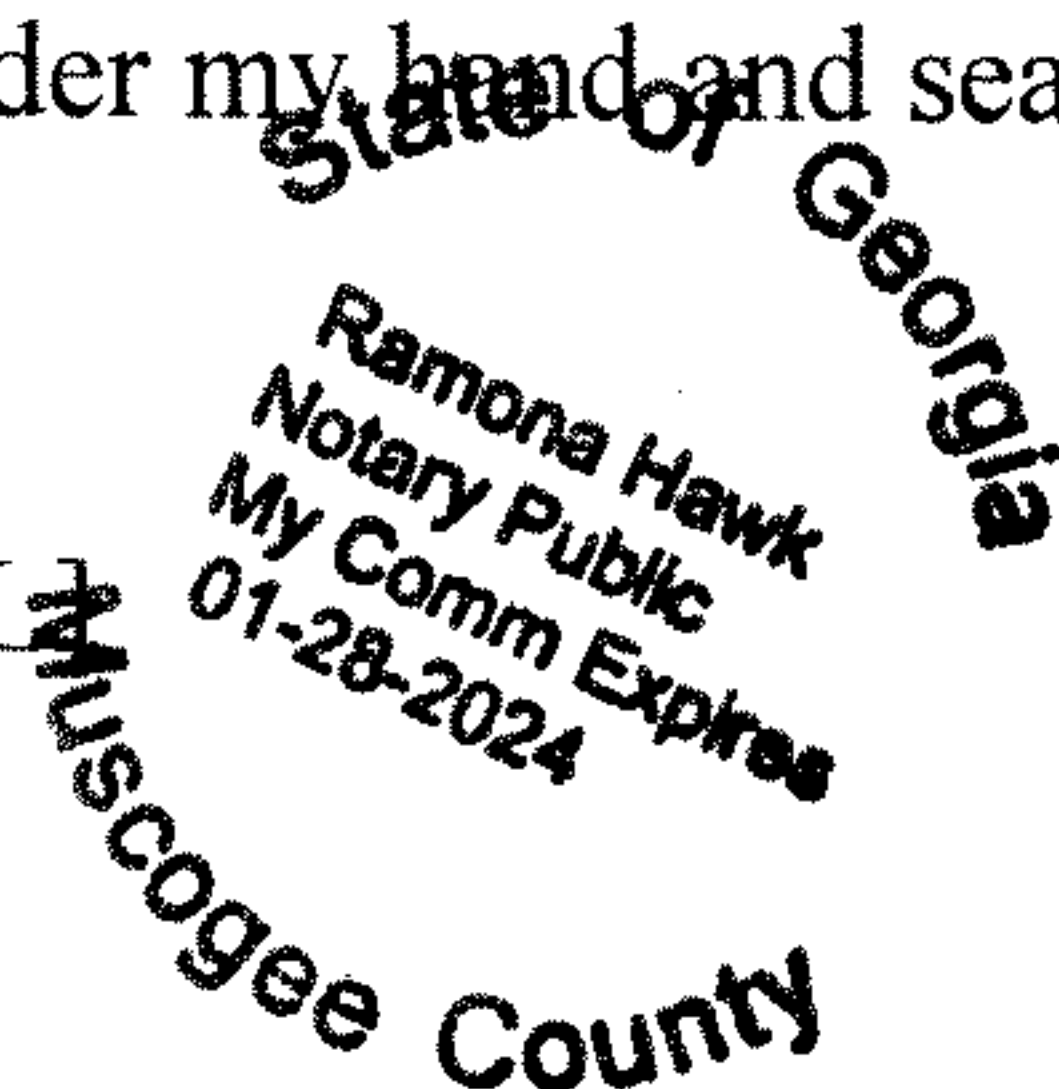
Patricia McCart  
Witness: Patricia McCart

STATE OF GEORGIA  
COUNTY OF MUSCOGEE

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that Terri Wilkinson whose name, as Sr. Manager of the Holder, is signed to the foregoing instrument, and who is known to me, and known to me to be such officer of the Holder, or provided satisfactory picture identification, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily, as the duly authorized act of the Holder, on the day the same bears date.

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

[NOTARY SEAL]



Ramona Hawk  
Notary Public: Ramona Hawk  
My Commission Expires: 01/28/2024

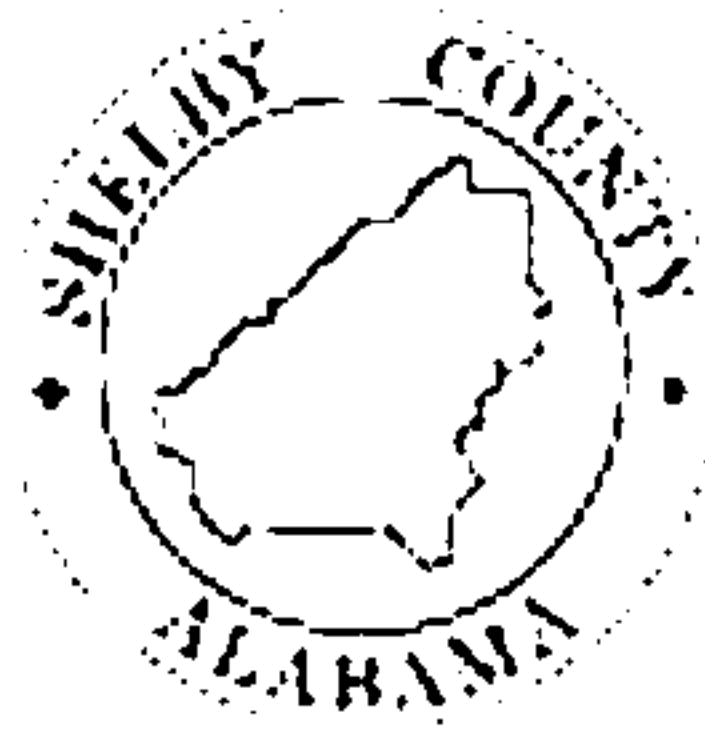
This Instrument Prepared By:

Ramona Hawk  
Synovus Bank  
Attn: Subordinations  
1148 Broadway, 3<sup>rd</sup> Floor  
Columbus, GA 31901

**Exhibit "A"**

**Legal Description**

Lot 12, according to the Survey of Southpointe Eighth Sector, as recorded in Map Book 15, Page 109, in the Office of the Judge of Probate of Shelby County, Alabama.



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
07/08/2020 10:38:06 AM  
\$29.00 JESSICA  
20200708000282230

*Alvin S. Beyl*