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SUBAGREM 1/3

Prepared by: Truist Bank
When Recorded Return To:
Consumer Loan Operations
Image Department
Post Office Box 305053
Nashville, TN 37230-5053

SUBORDINATION AGREEMENT



THIS SUBORDINATION AGREEMENT is given this 27TH day of AUGUST, 2020, by and between AVADIAN CREDIT UNION ("New Lender"), and Truist Bank, as successor by merger to SunTrust Bank, ("Truist").

WITNESSETH

WHEREAS, Truist is the owner and holder of that certain promissory note or line of credit agreement dated SEPTEMBER 29, 2008, (the "Agreement"), given by one or more borrowers as described in the Agreement ("Borrower," whether one or more); and

WHEREAS, JAMES ALAN THRASHER AND RHONDA THRASHER ("Owner," whether one or more) is the owner of certain real property located in SHELBY County, State of ALABAMA (the "Property"), more fully described as:

See attached Schedule/Exhibit "A" for full Legal Description; and

WHEREAS, in order to secure repayment of obligations incurred by Borrower under the Agreement, and any and all renewals, extensions, substitutions and modifications thereof, Owner granted a Deed to Secure Debt, Deed of Trust or Mortgage of even date with the Agreement (the "Security Instrument"), in the amount of \$100,000.00 which granted a lien upon the Property and which was recorded on OCTOBER 14, 2008, in Deed, Trust, Liber or Official Record Book ("Book") , Page , or as Instrument Number 20081014000404050, in the Register's, Recorder's or Clerk's Office for SHELBY County, State of ALABAMA (the "Recording State and County"); and

(Check if and as applicable; if all are unmarked, this means the Agreement and Security Instrument were executed in favor of Truist):

☐ WHEREAS, Truist was formerly known as

☒ WHEREAS, Truist Bank is successor by merger to SunTrust Bank

☐ WHEREAS, the Agreement and Security Instrument were originally executed by Borrower and Owner, respectively, in favor of ("Original Creditor"), and all right, title and interest in and to the Agreement and Security Instrument were assigned by Original Creditor to Truist (or its predecessor in interest) by virtue of that certain Assignment recorded in the Recording State and County in Book , Page or as Instrument Number .

AND *(Choose if applicable):*

☒ The Agreement and/or Security Instrument were previously modified as follows: DECREASED TO \$69,000.00 RECORDED ON MARCH 26, 2013 INSTRUMENT #20130326000124910; INCREASED TO \$100,000.00 RECORDED ON OCTOBER 23, 2018 INSTRUMENT #20181023000375340; and

WHEREAS, Owner desires to refinance the loan which was secured by a first lien on the Property and as a condition of the refinance, New Lender requires Truist to subordinate the lien of its Security Instrument to the lien created by New Lender; and

WHEREAS, Truist has agreed to subordinate the lien on the Property created by its Security Instrument to the lien which has been or will be granted by Owner to New Lender.

☐ If this box is checked, Truist's agreement to subordinate its lien is expressly conditioned upon Borrower and/or Owner's execution of a Modification of Security Instrument dated , providing for a modified credit limit of \$ ("Modification"), and recordation of the Modification contemporaneously herewith. Therefore, failure to record the executed Modification will result in this Subordination Agreement being of no force or effect.

NOW THEFORE, in consideration of the foregoing and for the express purpose of inducing New Lender to refinance the first loan for Borrower, Truist Bank, as successor by merger to SunTrust Bank, hereby agrees and confirms that its lien secured by the Property, as described above, and any and all advances made under this loan or line of credit after this date are hereby inferior and subordinate to the lien upon the Property, created by the Security Instrument granted or given by Owner to New Lender up to the original principal balance of \$304,600.00, for the purpose of refinancing the first lien on the Property.

Nothing contained herein shall otherwise modify or affect the lien of Truist or New Lender in the Property except as herein specifically stated.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereunto set their hand as of the date set forth above.

Witness Signatures (Two signatures are required)

Signed and delivered in the presence of:

Sonia Rivera
Witness: Sonia Rivera

Kim Cahill
Witness: Kim Cahill

TRUIST BANK

By: Melissa Desalvo
Print Name: Melissa Desalvo
Title: Vice President

STATE OF FLORIDA
CITY/COUNTY OF ORANGE)

PROBATE/ACKNOWLEDGMENT

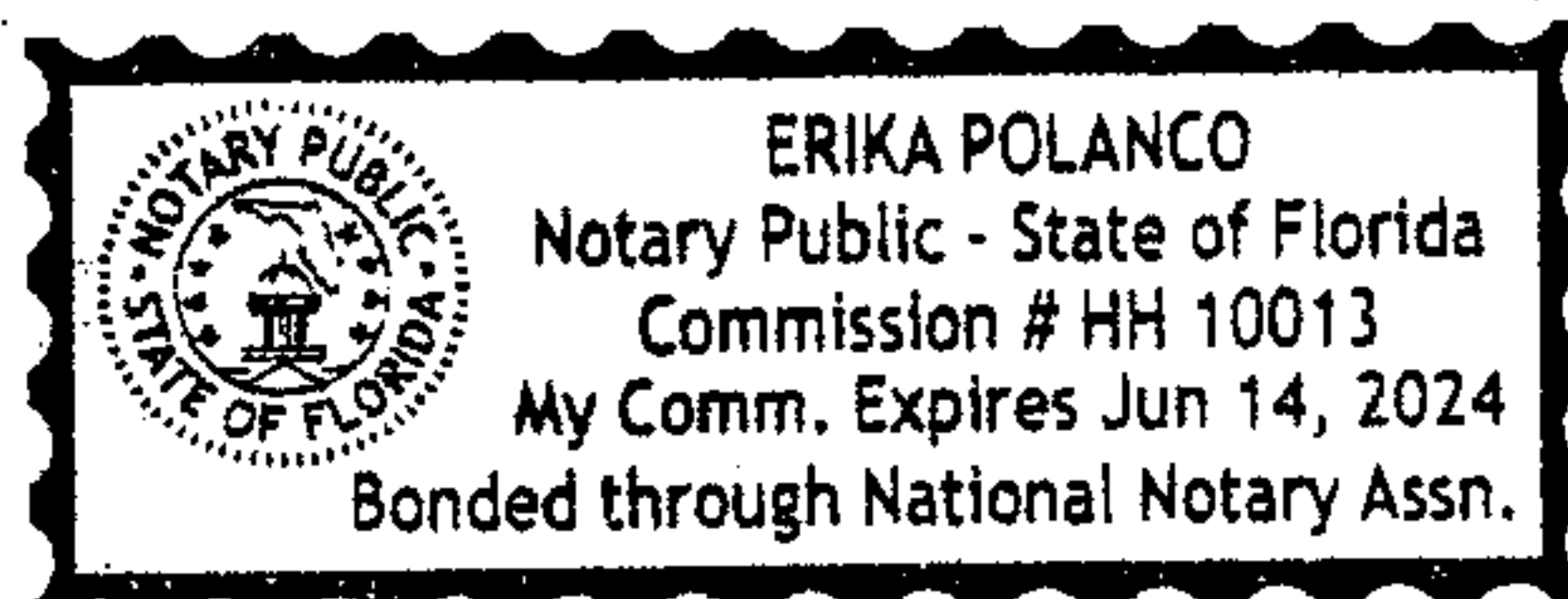
On this 27TH day of AUGUST, 2020, before me, the undersigned Notary Public, personally appeared Melissa Desalvo and known to me to be the Vice President, authorized agent for Truist Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Truist Bank, duly authorized by Truist Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument.

By: Erika Polanco
Erika Polanco

Residing at: 7455 Chancellor Drive
Orlando, Florida 32809

Notary Public in and for the County of Orange

My commission expires: _____



Schedule / Exhibit "A" - Legal Description

Lot 5, according to the Survey of First Sector, The Ridge at Meadowbrook, as recorded in Map Book 14, Page 41, in the Probate Office of Shelby County, Alabama.



Allen S. Bayl