

SUBORDINATION AGREEMENT

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09/17/2020 11:19:58 AM
SUBAGREM 1/4

This Subordination Agreement is made and entered into this 11th day of September, 2020, by and between Terry Anderson Black aka Terry A. Black, an unmarried woman (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 \$34,900.00 dated August 9, 2018, and filed on September 4, 2018, and recorded in Instrument #20180904000316920 in the Probate Office of Shelby County, Alabama:

See Attached Exhibit "A"
(herein referred to as the "Property").

InterLinc Mortgage Services, LLC is making a first mortgage loan to the Borrowers in the principal amount of \$278,500.00 (herein referred to as the "First Mortgage"). It is a condition of InterLinc Mortgage Services, LLC 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.

InterLinc Mortgage Services, LLC 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 InterLinc Mortgage Services, LLC, 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 InterLinc Mortgage Services, LLC to make the loan above referred to, above, it is hereby agreed as follows:

1. InterLinc Mortgage Services, LLC 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 InterLinc Mortgage Services, LLC, and it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. InterLinc Mortgage Services, LLC 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.


Terry Anderson Black aka Terry A Black

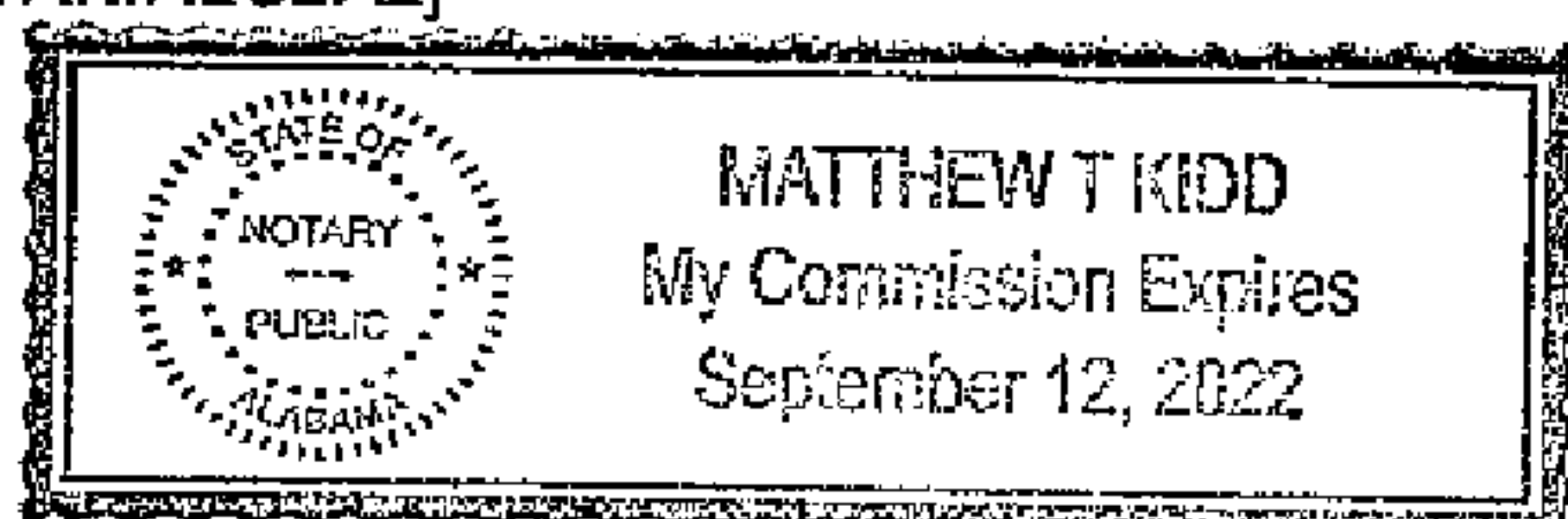
_____[SEAL]

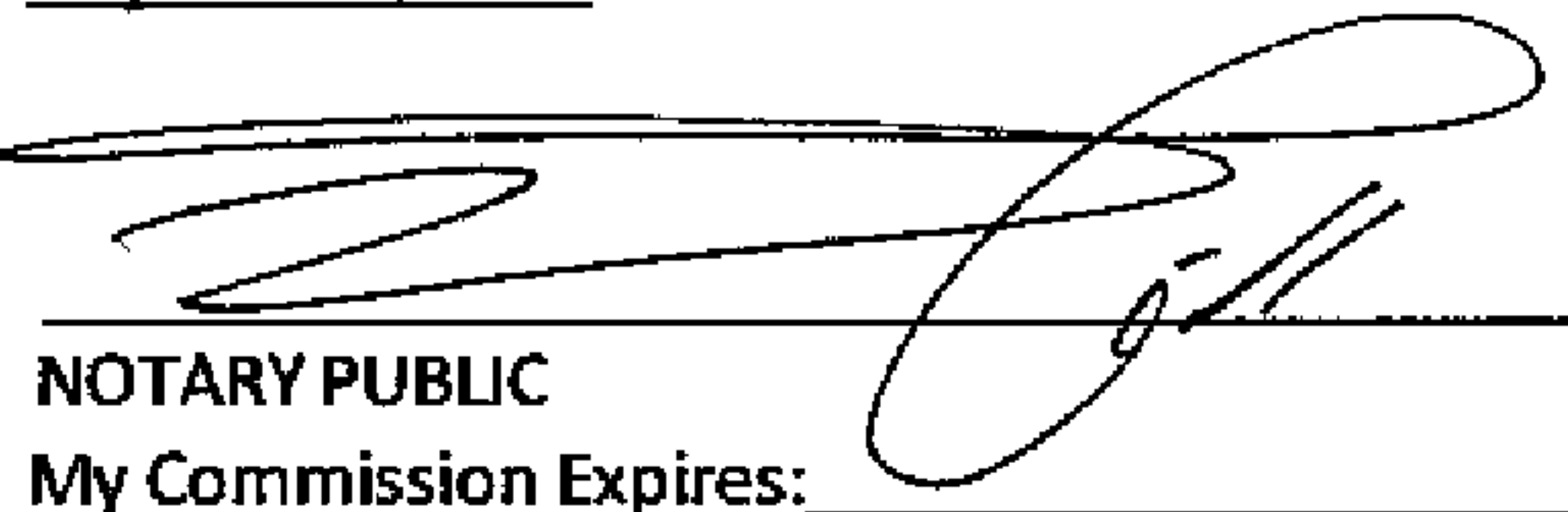
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Terry Anderson Black aka Terry A Black, 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 11th day of September, 2020.

[NOTARIAL SEAL]




NOTARY PUBLIC
My Commission Expires: _____

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: Traci D. Langston
TRACI D. LANGSTON
Its: MANAGING DIRECTOR

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Traci D. Langston, whose name as 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 11th day of September, 2020.



Vanessa Gayle Todd
NOTARY PUBLIC
My Commission Expires: November 12, 2020

EXHIBIT A

The Land is described as follows:

Lot 21, according to the The Village at Highland Lakes, Regent Park Neighborhood, as recorded in Map Book 37, Page 130, in the Office of the Judge of Probate of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Areas all as more particularly described in the Declaration of Easements and Master Protective Covenants for The Village at Highland Lakes, a Residential Subdivision, recorded as Instrument No. 20060421000186650 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for The Village at Highland Lakes, Regent Park Neighborhood, to be recorded as Instrument No. 20070223000084910, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/17/2020 11:19:58 AM
\$32.00 CHARITY
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Allen S. Bayl