This Instrument Prepared By:
Donald J. Stephens
1142 Greystone Crest
Birmingham, AL 35242

20200924000430630 1/2 $27.00
Shelby Cnty Judge of Probate, AL
09/24/2020 01:48:57 PM FILED/CERT

Lien Subordination Agreement

THIS LIEN SUBORDINATION AGREEMENT ("Agreement") is made on the 14th day of **September, 2020** by **Donald J. Stephens and Christina D. Hurst, individually ("the Subordinated Creditor(s)")** and **Interlinc Mortgage Services, LLC** ("New Lender") (collectively, the "Parties").

RECITALS:

WHEREAS, Norma Jo Hurst, a single woman, and Ponnie L. Edmondson, a single woman, ("Borrowers") borrowed funds in the principal amount of Fifty Thousand Dollars ($50,000.00) from Donald J. Stephens and Christina D. Hurst, said loan being evidenced by a promissory note and mortgage, or other obligation, dated March 22, 2012 and recorded April 6, 2012 at Instrument Number 20120406000119220 in the Office of the Judge of Probate of Shelby County, Alabama. ("Mortgage"); and

WHEREAS, the Mortgage grants a lien on the property ("Property") described therein, which description is by this reference incorporated as if fully set out herein.

WHEREAS, Borrowers desire to borrow from New Lender, and New Lender desires to lend to Borrowers, funds in the maximum principal amount not to exceed $ 148,500.00, which loan will be evidenced by a Note or other obligation to be executed by Borrowers in favor of New Lender ("New Note"), and which will be secured by a mortgage from borrowers to New Lender ("New Mortgage"); and

WHEREAS, New Lender is unwilling to make the above-referenced loan to Borrowers unless the New Mortgage has priority over, and is senior to, the lien of the Mortgage.

NOW, THEREFORE, the Parties agree as follows:

1. **Donald J. Stephens and Christina D. Hurst** hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up the Maximum Principal Amount of the New Mortgage. To the extent that New Lender extends to Borrowers any amount over and above the Maximum Principal Amount of the New Mortgage, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto, the Mortgage and the lien thereof shall have priority over the New Mortgage.
2. The New Mortgage upon the property described therein shall be superior and senior to the lien of the Mortgage, up to the Maximum Principal Amount, as provided above, and to carry out such purpose, **Donald J. Stephens and Christina D. Hurst** do hereby release, remise, and forever quitclaim its title to, and lien upon, the Property to the extent, but only to the extent that the Mortgage shall be subordinate and junior to the New Mortgage, up to the Maximum Principal Amount, as provided above. The foregoing subordination applies only to the New Mortgage and does not affect the lien of the Mortgage with respect to any other matters of title affecting the Property.

3. Except for the subordination of the Mortgage to the New Mortgage as set forth herein, the Mortgage and all the terms and conditions thereof shall be and remain in full force and effect.

4. All references herein to **Donald J. Stephens and Christina D. Hurst** and New Lender shall include the heirs, successors, and assigns of such party, and all of the covenants, provisions, and agreements by or on behalf of any such party shall bind and inure to the benefit of the heirs, successors, and assigns of such party and the other parties hereto.

IN WITNESS WHEREOF, Donald J. Stephens and Christina D. Hurst have caused this instrument to be executed as of the day and year first above written.

____
Donald J. Stephens

____
Christina D. Hurst

STATE OF **ALABAMA**

COUNTY OF Shelby

20200924000430630 2/2 $27.00
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I, Izabel Bovell, a Notary Public, in and for said County in said State, hereby certify that **Donald J. Stephens and Christina D. Hurst,** whose name(s) is/are signed to the foregoing Subordination Agreement, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this 14th day of **September, 2020.**

____
Notary Public

My Commission Expires: 11-14-2022

IZABEL J. BOVELL
NOTARY PUBLIC
STATE OF ALABAMA
COMM. EXP. 11-14-2022