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02/15/2021 10:41:33 AM
SUBAGREM 1/4

RECORDING REQUESTED BY:

Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

WHEN RECORDED MAIL TO:

Freedom Mortgage Corporation
Attn: Final Docs
PO Box 8001, Fishers, IN 46038-8001

SUBORDINATION OF MORTGAGE/DEED OF TRUST

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT is made this 14th day of October, 2020, By **Southpoint Bank** (hereinafter "Lien-holder") AND **FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation (hereinafter "Lender") whose address is 907 Pleasant Valley Avenue, Mount Laurel, New Jersey 08054;

RECITALS

1. Grantee/Lien-holder now owns or holds an interest as grantee/beneficiary of a certain MORTGAGE/DEED OF TRUST, dated **July 11, 2018** and recorded on **July 13, 2018**, **Document# 20180713000249550** in the office of the official Records of **Shelby County**, State of **AL** in the original amount of **\$5,000.00** and now showing as a lien on certain **668 Waterford Ln Calera AL 35040** which premises are more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Property");

2. **Tahj Samuels** ("Owner") are the present owners of the Property and is about to execute a Mortgage/Deed of Trust and Note in the sum of an amount not to exceed **\$156,882.00** in favor of Lender.

3. Lender is willing to make such loan to Owners provided that Lender obtains a first lien on the Property and Grantee/Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owners, Lien-holder **Southpoint Bank**, hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, will be and shall remain a lien on the Property prior and superior to the lien in favor of Grantee/Lien-holder **Southpoint Bank**, in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Lien-holder's lien. Grantee/Lien-holder, **Southpoint Bank**, further agrees that:

1. Lien-holder, **Southpoint Bank**, will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the Lender, **FREEDOM MORTGAGE CORPORATION**. All such notices should be sent to :

FREEDOM MORTGAGE CORPORATION
907 PLEASANT VALLEY AVENUE
Mount Laurel, New Jersey 08054

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Grantee/Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Grantee/Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Witness:

Southpoint Bank

By: 

(Signature of signor for lien holder)

Name/Title: Ron Coomer / VP
(print name and title of signor)

Witness:

By: 

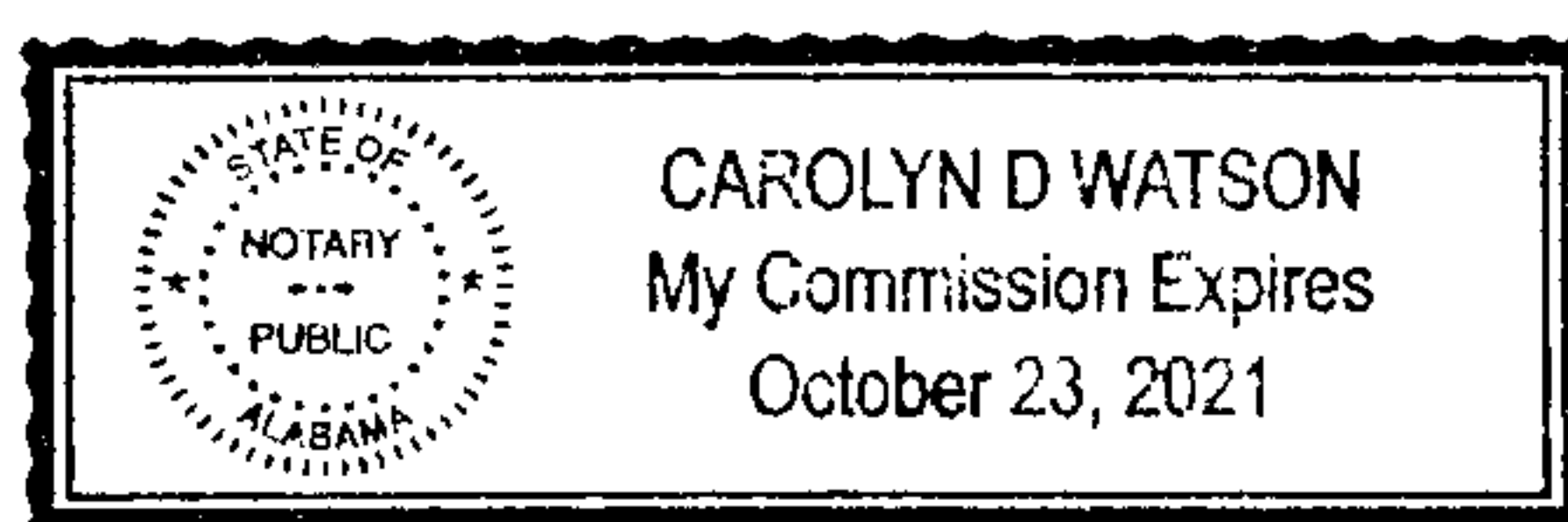
By: _____

Print witness name: Tracy D. McLaughlin

Print witness name: _____

STATE OF Alabama COUNTY OF Jefferson
On this 30th day of November, 2020, before me, the
undersigned, a Notary Public in and for said county, personally appeared
Ron Coomer To me personally
known or satisfactorily proven by production of the following identification, and who
being duly sworn, did say that he/she is the VP of **Southpoint Bank**
the entity whose name appears on the foregoing instrument and that he/she is so
authorized and did execute said instrument as on behalf of said entity as a voluntary act
for the purposes heretofore mentioned.
WITNESS my hand and notarial seal the day and year last above written.

Carolyn D Watson
NOTARY PUBLIC

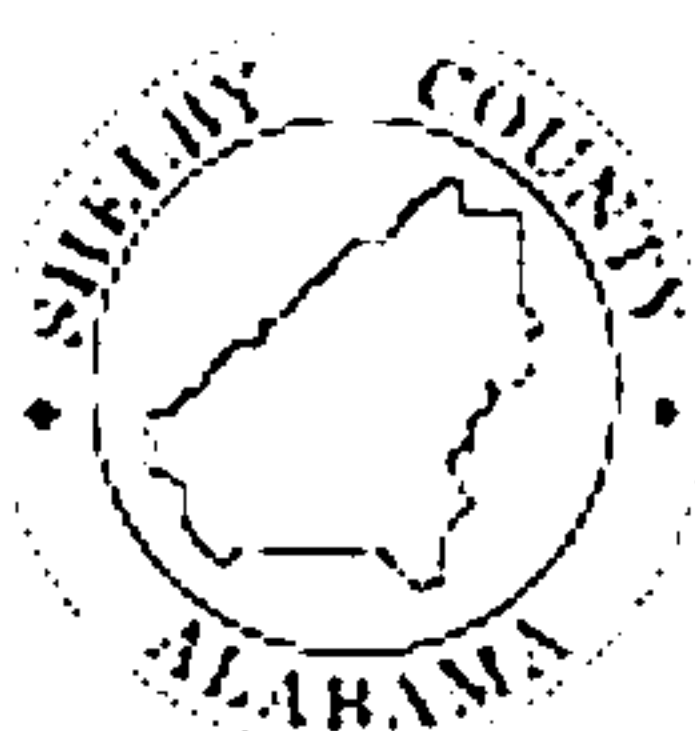


Legal Description

The Land referred to herein below is situated in the County of SHELBY, State of AL, and is described as follows:

Lot 583, according to the Survey of Waterford Highlands Sector 4 Phase 1, as recorded in the Map Book 34, Page 73, in the Probate Office of Shelby County, Alabama.

Being the same property as conveyed from Deborah H. Young, a single person to Tahj Samuels as set forth in Deed Instrument #20180713000249530 dated 07/10/2018, recorded 07/13/2018, SHELBY County, ALABAMA.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/15/2021 10:41:33 AM
\$31.00 JESSICA
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Allen S. Bayl