

**SUBORDINATION AGREEMENT
(Real Property)**



20210222000088830 1/3 \$29.00
Shelby Cnty Judge of Probate, AL
02/22/2021 04:02:23 PM FILED/CERT

STATE OF ALABAMA
COUNTY OF SHELBY

THIS SUBORDINATION AGREEMENT executed this 1st day of February, 2021, 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 Ryan Scott Kyes, Kerstin Kyes, ("Borrower") dated 24th day of January, 2020, and recorded in Instrument #20200210000055400, 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 Synovus Bank, ISAOA/ATIMA, ("Lender") the sum of **\$492,000.00**, 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:

Melony Arnold

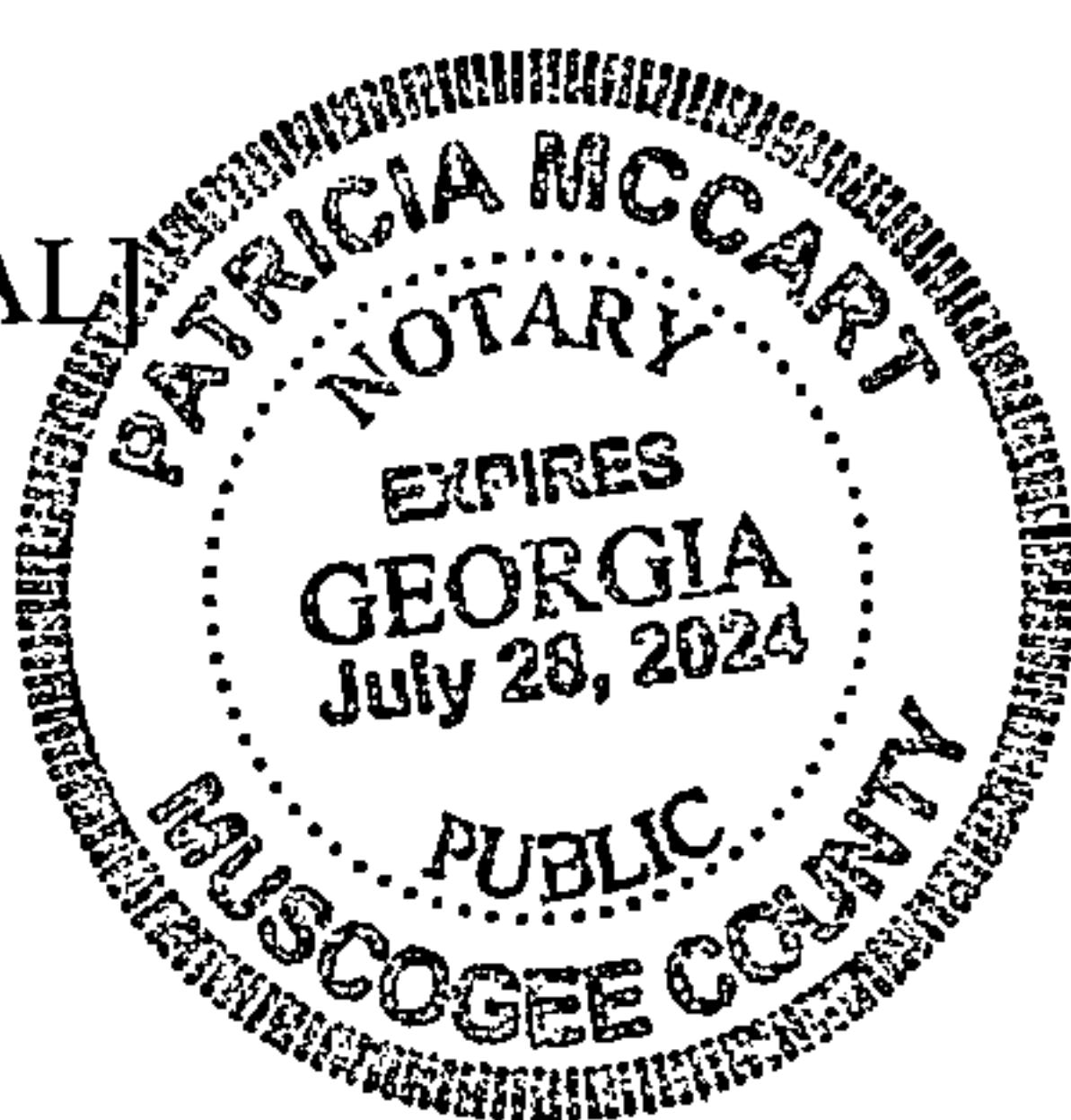
Witness: Melony Arnold

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 1st day of February, 2021.

[NOTARY SEAL]



Patricia McCart

Notary Public: Patricia McCart
My Commission Expires: 07/28/2024



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This Instrument Prepared By:

Synovus Bank
Attn: Subordinations
1148 Broadway, 3rd Floor
Columbus, GA 31901



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Exhibit "A"

Legal Description

THE FOLLOWING LANDS AND PROPERTY, TOGETHER WITH ALL IMPROVEMENTS LOCATED THEREON, LYING IN SHELBY COUNTY, AL TO WIT:

LOT 527, ACCORDING TO THE SURVEY OF GREYSTONE LEGACY 5TH SECTOR, PHASE 2, AS RECORDED IN MAP BOOK 32, PAGE 85 A & B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

THIS BEING THE SAME PROPERTY CONVEYED TO RYAN S. KYES AND KERSTIN R. KYES, AS JOINT TENANTS, WITH RIGHT OF SURVIVORSHIP, DATED 08/02/2019 AND RECORDED ON 08/13/2019 IN INSTRUMENT NO. 20190813000293470, IN THE SHELBY COUNTY RECORDERS OFFICE.