

## SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 5<sup>th</sup> day of **October, 2020**, by and between **Seancee C Touhey and Matthew D Touhey**, a married couple (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 Shelby County, Alabama, described below and made a part hereof, in the amount of **\$210,000.00** dated **09/19/2018**, and filed on **09/25/2018**, and recorded in Land Records/Instrument **#20180925000342080** as modified by Modification Agreement – Mortgage in the amount of **\$289,000.00** dated **07/05/2019**, and filed on **07/17/2019** in Instrument **#20190717000254460** in the Probate Office of Shelby County, Alabama:

Lot 3, according to the Map and Survey of Touhey Estates as recorded in Map Book 47, page 38, in the Probate Office of Shelby County, Alabama.

(herein referred to as the "Property").

**InterLinc Mortgage Services, LLC** is making a first mortgage loan to the Borrowers in the principal amount of **\$ 453,000.00** (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. **SUBORDINATION**: The First Mortgage securing the Note in favor of **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 its 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.

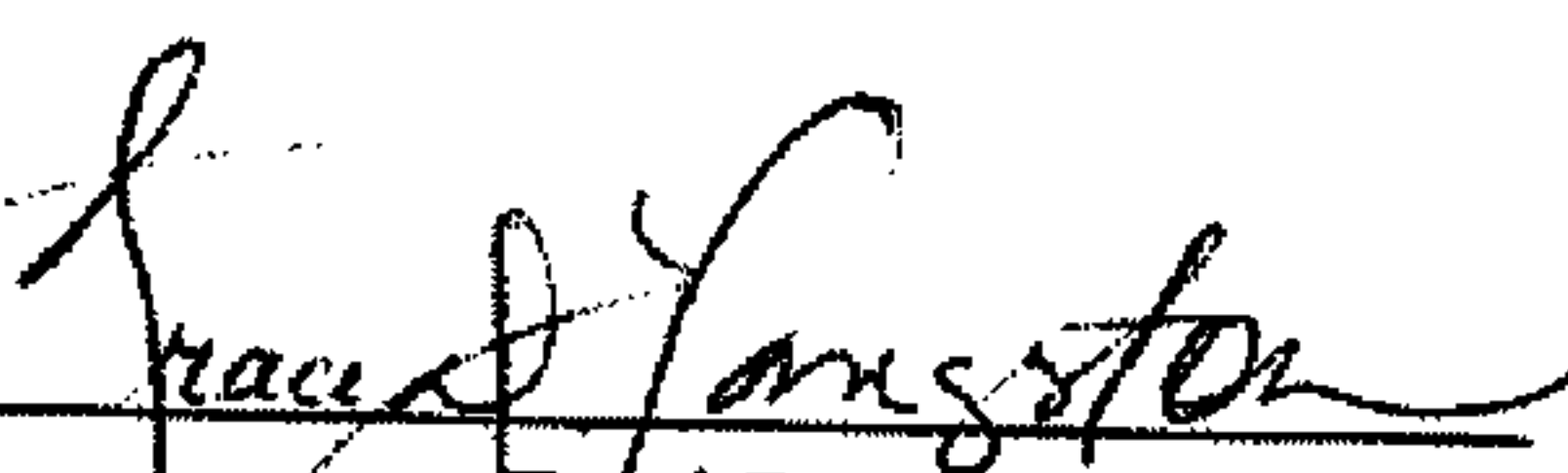
3. **BINDING EFFECT**: This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

{SIGNATURE PAGES TO FOLLOW}



IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

Oakworth Capital Bank, a State bank

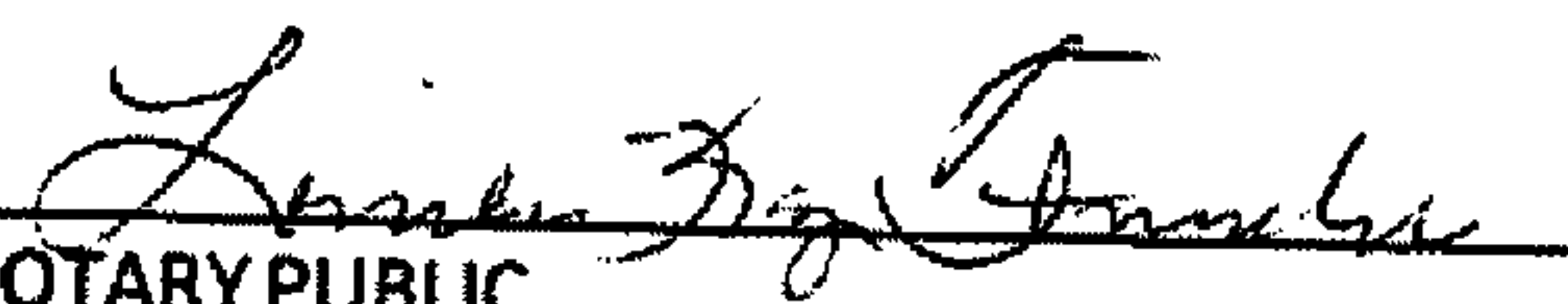
By:   
Traci D. Langston  
Its: Managing Director

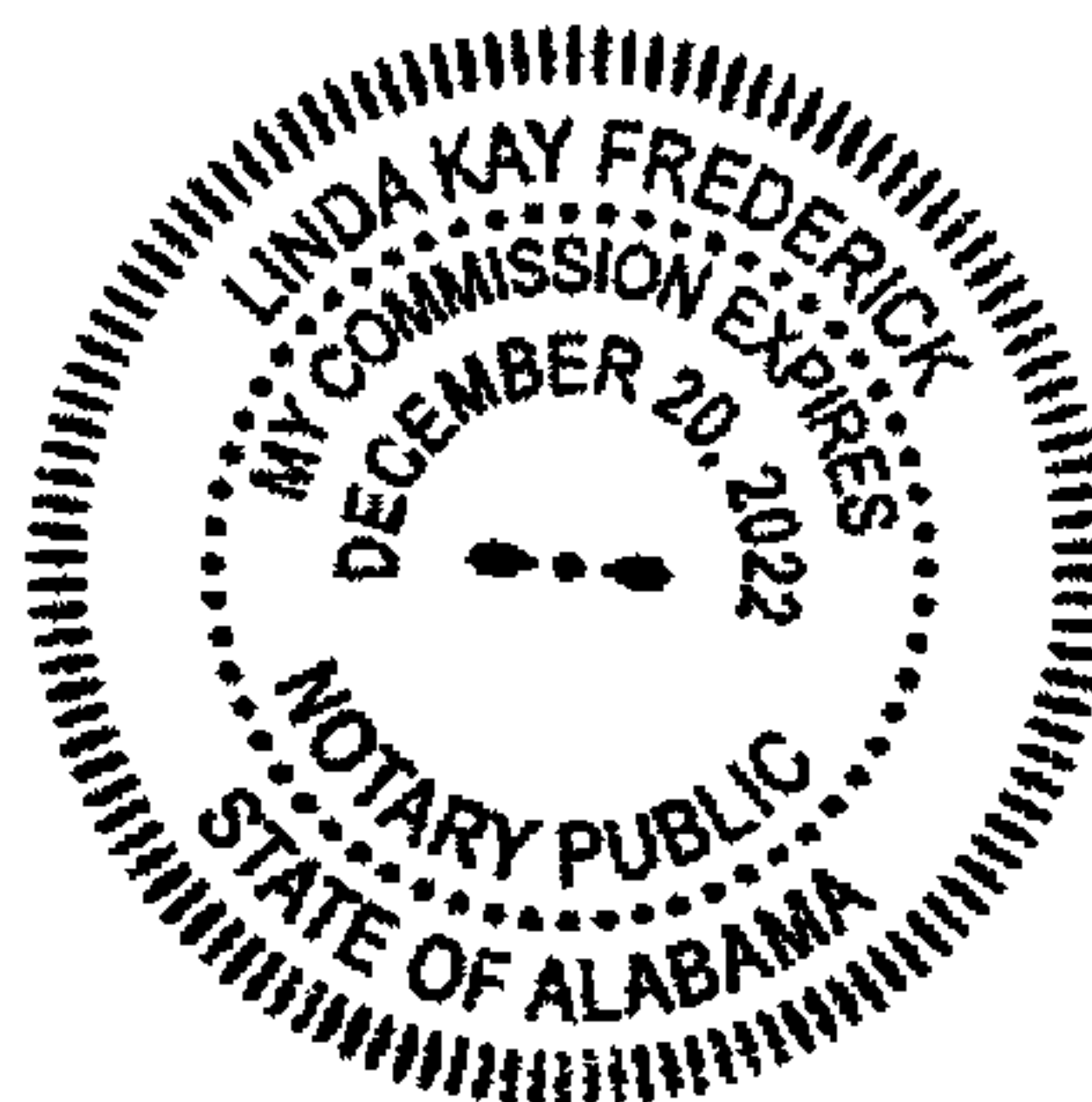
STATE OF ALABAMA     )  
COUNTY OF JEFFERSON     )

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.

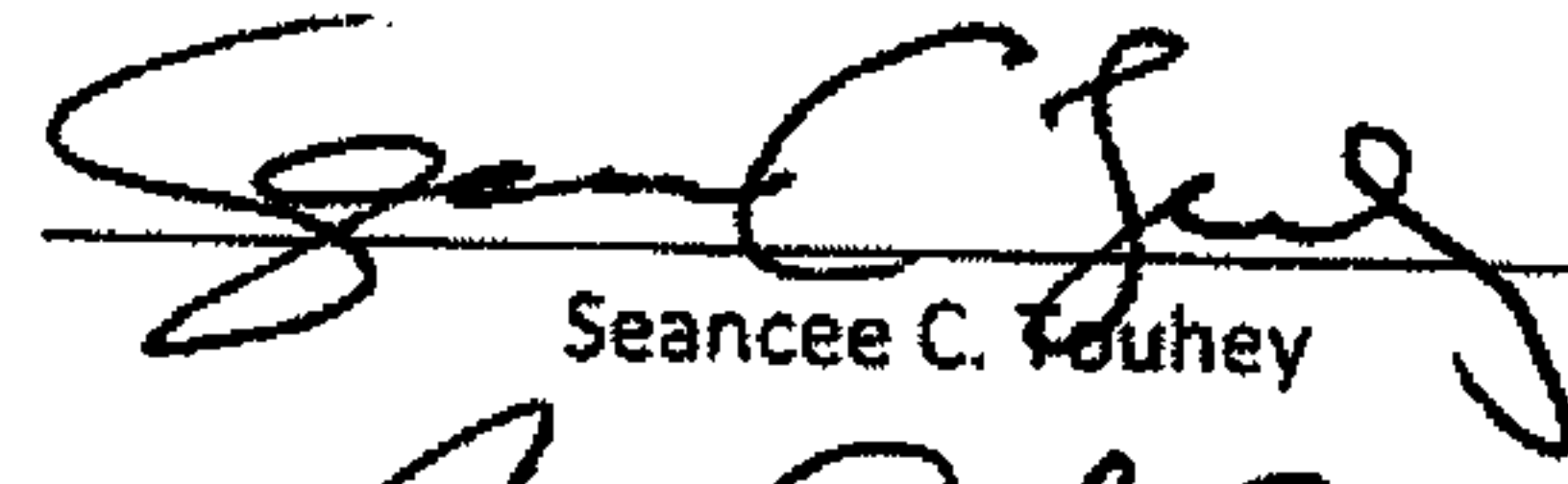

Given under my hand and official seal this 18th day of September, 2020.

[NOTARIAL SEAL]

  
NOTARY PUBLIC  
My Commission Expires: 12/20/22



IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

 [SEAL]  
Seancee C. Touhey  
 [SEAL]  
Matthew D. Touhey

STATE OF ALABAMA )  
COUNTY OF JEFFERSON )

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Seancee C. Touhey and Matthew D. Touhey, 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 5<sup>th</sup> day of October, 2020.

[NOTARIAL SEAL]

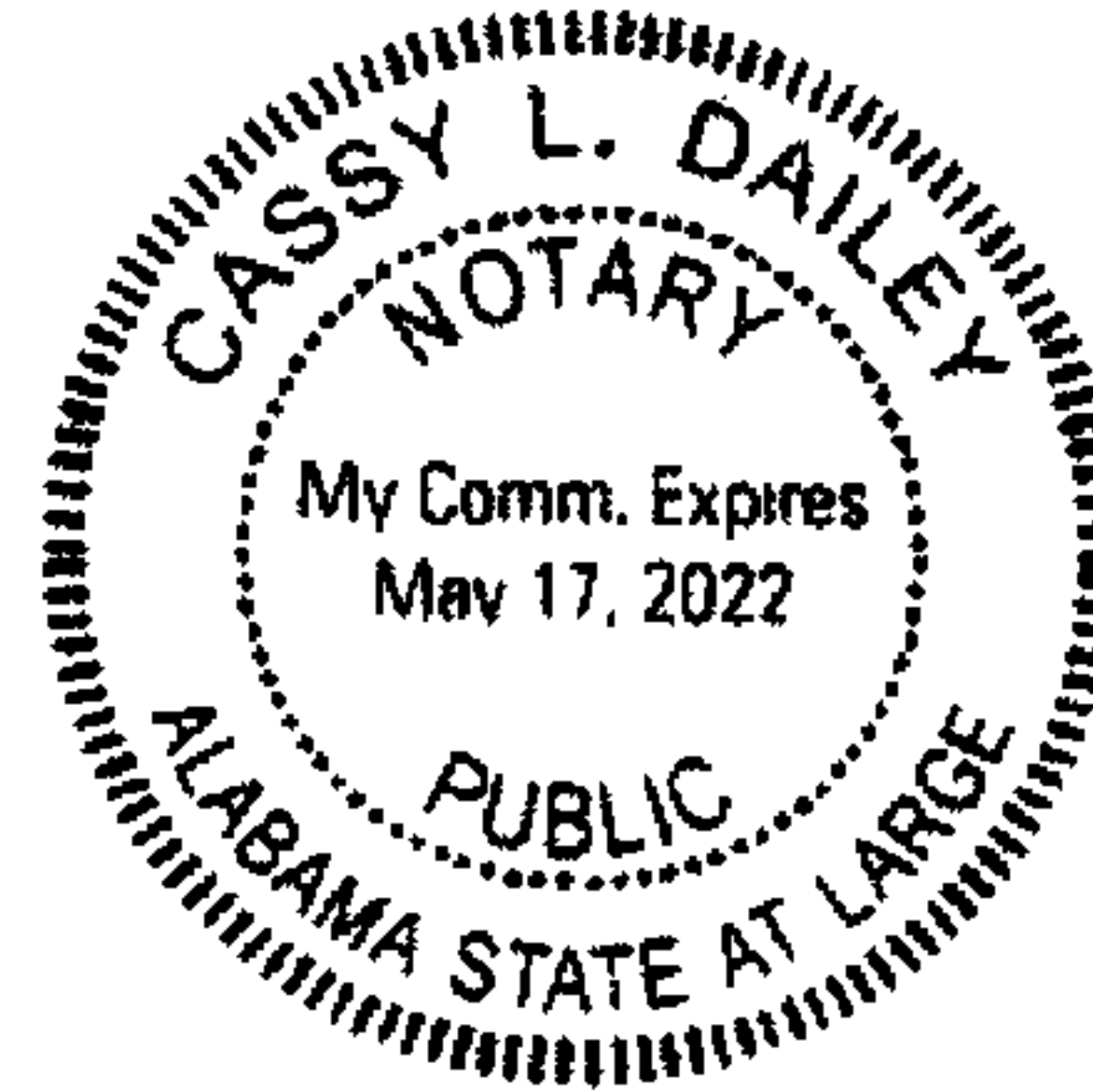


*Cassy L. Dailey*

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NOTARY PUBLIC

My Commission Expires: 5-17-22



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/10/2021 03:54:26 PM  
\$35.00 CHERRY  
20210310000120620

*Allie S. Bayl*

