

PREPARED BY AND
AFTER RECORDING
PLEASE RETURN TO: DAWN M. SATCHER
BBVA SUBORDINATION DEPT
ALBI HWRTS
401 WEST VALLEY AVE
BIRMINGHAM, AL 35209

20210331000159660
03/31/2021 01:24:05 PM
SUBAGREM 1/3

SUBORDINATION AGREEMENT

Borrower: MARIAN DENISE G. SOCKWELL

Property Address: 168 OAKMONT RD BIRMINGHAM, AL 35244

This Subordination Agreement dated 03/01/2021 is between BBVA USA fka Compass Bank, (Junior Lender) RIVER CITY MORTGAGE, LLC (New Senior Lender).

RECITALS

BBVA USA fka Compass Bank, (Junior Lender), owns and holds a promissory note in the amount of \$ 40,000.00, with accompanying mortgage/deed of trust/security deed dated 7/11/19 and recorded as Instrument Number 2 on 7/11/19 (date), in SHELBY (County), AL (State).

* 20190715000250460

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$ 234,143.

Dated: 03/01/2021. This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.

Junior Lender agrees that its security interest and all of Junior Lender's rights there under shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$ 234,143.00 plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters.

Junior Lender is subordinating its lien/security interest to the Senior Lender's security instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice.

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment.

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)

This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender:

Title: AVP of BBVA USA fka Compass Bank

New Senior Lender: RIVER CITY MORTGAGE, LLC

Title: _____

State of Alabama

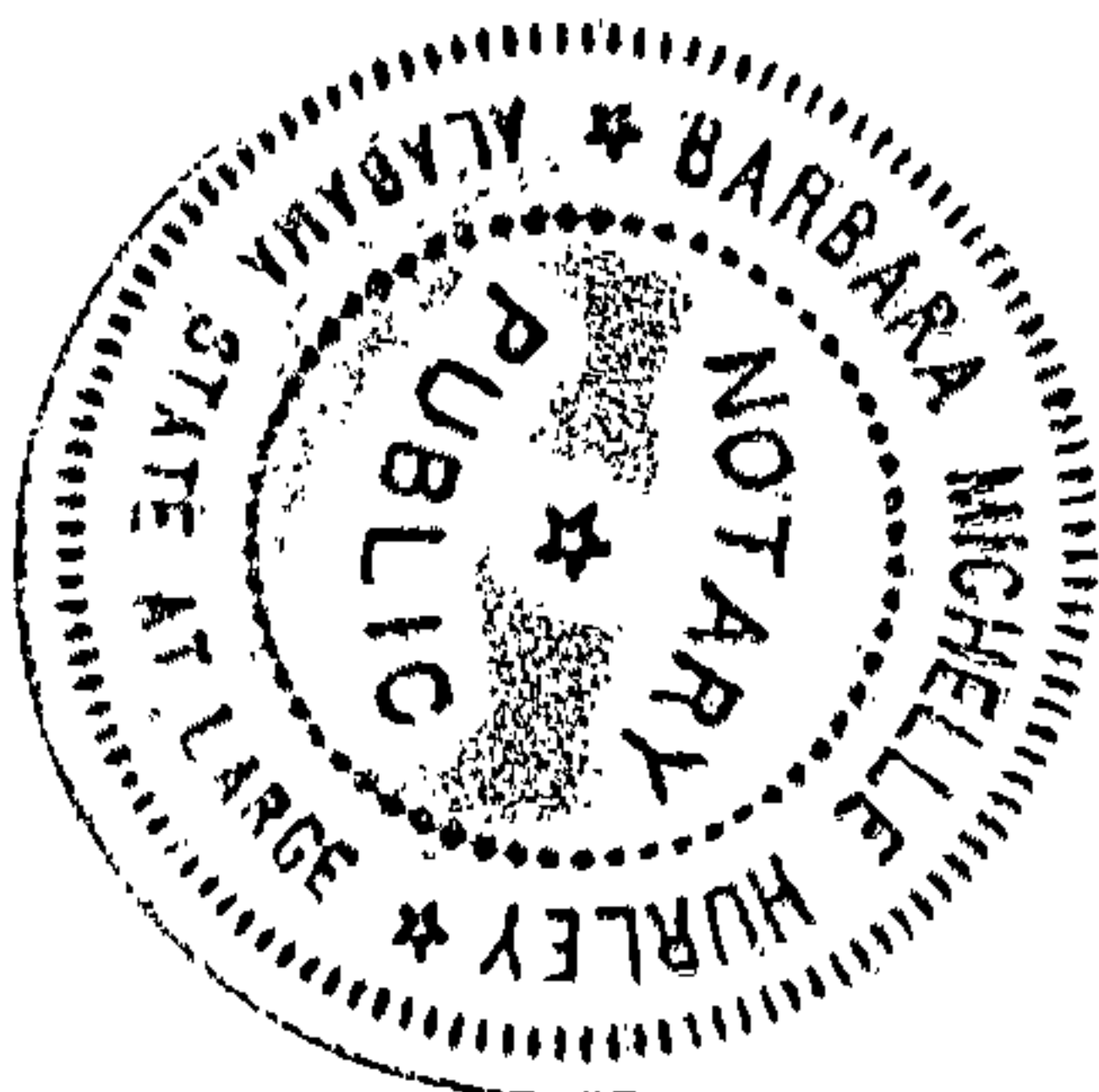
County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dawn M. Satcher, as Vice President of BBVA USA fka Compass Bank, whose name(s) is/are 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, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of March, 2021.

(Seal)

Barbara Michelle Hix
Notary Public
My commission expires: 3-14-2022



State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____ as _____ (title) of _____ (institution) whose name(s) is/are 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, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

(Seal)

Notary Public

My commission expires: _____

EXHIBIT "A"

SITUATED IN THE COUNTY OF SHELBY, STATE OF ALABAMA:

LOT 42-A, ACCORDING TO A RESURVEY OF LOTS 40, 41, 42, 43, 44 AND 45 OF HEATHERWOOD, THIRD SECTOR, AS RECORDED IN MAP BOOK 9, PAGE 54 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

TAX ID NO: 10 2 09 0 001 001.072

BEING THE SAME PROPERTY CONVEYED BY DEED

GRANTOR: HAROLD RICH AND GARY STEPHENS, DBA RICH AND STEPHENS COSNTRUCTION
GRANTEE: MARK D. SOCKWELL, AND WIFE, MARIAN DENISE G. SOCKWELL, AS JOINT TENANTS,
WITH RIGHT OF SURVIVORSHIP

DATED: 10/02/1991

RECORDED: 10/11/1991

DOC#/BOOK-PAGE: 368-62

NOTE: AFFIDAVIT OF DEATH RECORDED 04/26/2010, AS DOCUMENT NO. 20100426000125480, EVIDENCING MARK DURRETT SOCKWELL IS DECEASED, DATE OF DEATH 07/11/2006, LEAVING MARIAN DENISE GEORGE, AS SURVIVING SPOUSE.

ADDRESS: 168 OAKMONT RD, BIRMINGHAM, AL 35244-2285

END OF SCHEDULE A



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
03/31/2021 01:24:05 PM
\$29.00 CHERRY
20210331000159660

Allen S. Bayl

This page is only a part of a 2016 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions.