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04/01/2021 09:07:55 AM
SUBAGREM 1/4

This instrument prepared by:
ESAFI/BRYANT BANK
2721 JOHN HAWKINS PKWY
HOOVER, AL 35244

Loan Number: 6000297505

STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 21st, day of September, 2020.

W-I-T-N-E-S-S-E-T-H

WHEREAS, Billy M. Naugher, Jr. and Cheryl D. Naugher, (collectively, the "Borrowers") are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, the Borrowers previously obtained a loan from BRYANT BANK, ("Secured Party") in the original principal amount of Two Hundred Twelve Thousand, Three Hundred & 00/100 Dollars (\$212,300.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 04/18/2017, with Instrument No. 20170418000130810 in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from Fairway Independent Mortgage Corporation ("First Mortgage Lender"), its successors and/or assigns as their interests may appear, as evidenced by that certain promissory note of even date herewith in the original principal amount of Four Hundred Eleven Thousand & 00/100 Dollars (\$411,000.00), which loan is secured by a mortgage on the Collateral recorded with Instrument Number 20201005000450970 Shelby County, Alabama; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Borrowers in favor of First Mortgage Lender, its successors and/or assigns as their interest may appear.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in order to induce First Mortgage Lender to make said loan to Borrowers, it is hereby agreed as follows:

1. Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to First Mortgage Lender, its successors and/or assigns as their interests may appear, as described above and consents to and with First Mortgage Lender and Borrowers that the Mortgage and security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the Mortgage and security interest granted by

Borrowers to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to Four Hundred Eleven Thousand & 00/100 Dollars (\$411,000.00), together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall not apply to the extent of any future advance from First Mortgage Lender to Borrowers, as it is expressly understood that the loan from First Mortgage Lender is non-revolving and is to be reduced monthly from a schedule of monthly payments of principal and interest, amortized over a period not exceeding thirty (30) years.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal this 21st day of September, 2020.

SECURED PARTY:

BRYANT BANK

By: _____


Ryan Blackenburg

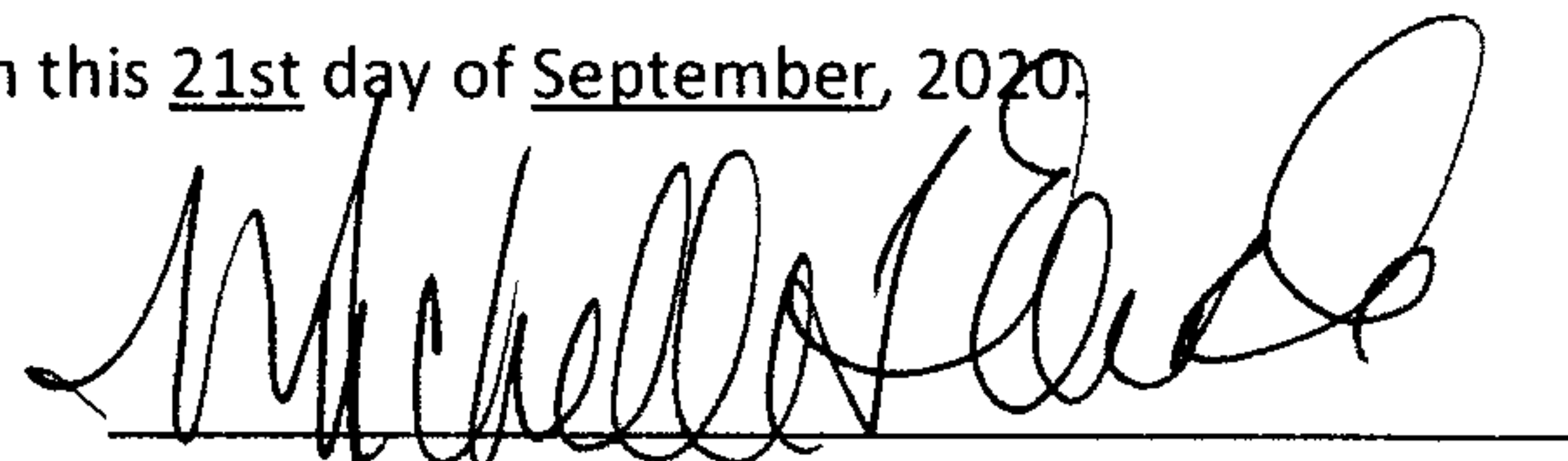
As its: Vice President

STATE OF ALABAMA)

SHELBY COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that Ryan Blackenburg, whose name as Vice President of BRYANT 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 said instrument he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

Given under my hand and official seal of office on this 21st day of September, 2020.



Notary Public in and for the State of Alabama
At Large

My Commission Expires: 11-1-2022

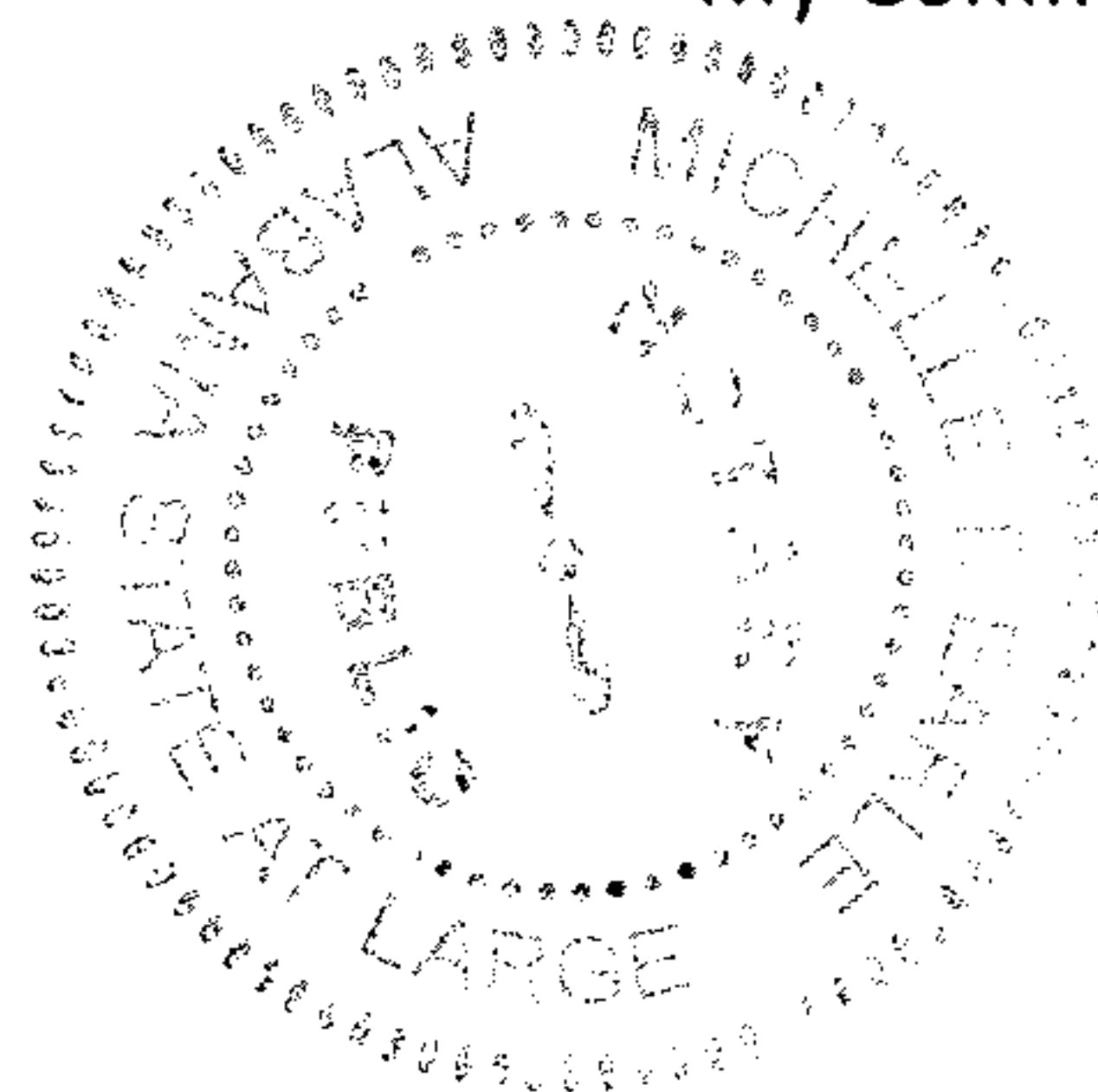


Exhibit "A"

PARCEL 2:

Commence at the corner of the NE 1/4 of the SW 1/4 of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds West, a distance of 465.89; thence South 00 degrees 08 minutes 27 seconds West, a distance of 821.78 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 792.23 feet to the northerly R.O.W. line of Shelby County Highway 438; thence North 65 degrees 18 minutes 41 seconds West and along said R.O.W. line, a distance of 81.60 feet to the beginning of a curve to the right having a radius of 965.00, a central angle of 13 degrees 02 minutes 02 seconds and subtended by a chord which bears North 58 degrees 47 minutes 39 seconds West, and a chord distance of 219.05 feet; thence along the arc of said curve and said R.O.W. line, a distance of 219.52 feet; thence North 00 degrees 08 minutes 27 seconds East, and leaving said R.O.W. line a distance of 644.65 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 37.22 feet; thence North 00 degrees 08 minutes 27 seconds East, a distance of 570.55 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 232.66 feet; thence South 00 degrees 08 minutes 27 seconds West, a distance of 570.55 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 66.42 feet to the POINT OF BEGINNING. Situated in Shelby County, Alabama.

According to the survey of Rodney Shiflett, Al. Reg. #21784, dated December 7, 2016.

PARCEL 1:

Commence at the NE corner of the NE 1/4 of the SW 1/4 of Section 5, Township 20 South, Range 1 East, Shelby County, Alabama; thence North 90 degrees 00 minutes 00 seconds West, a distance of 465.89 feet to the POINT OF BEGINNING; thence continue along the last described course, a distance of 461.78 feet; thence South 00 degrees 08 minutes 24 seconds West a distance of 1276.80 feet to the northerly R.O.W. line of Shelby County Highway 438; thence South 44 degrees 42 minutes 27 seconds East and along said R.O.W. line, a distance of 147.89 feet to the beginning of a curve to the left, having a radius of 965.00, a central angle of 07 degrees 34 minutes 11 seconds and subtended by a chord which bears South 48 degrees 29 minutes 33 seconds East, and a chord distance of 127.40 feet; thence along the arc of said curve and said R.O.W. line, a distance of 127.49 feet; thence North 00 degrees 08 minutes 27 seconds East and leaving said R.O.W. line, a distance of 644.65 feet; thence North 90 degrees 00 minutes 00 seconds West, a distance of 37.22 feet; thence North 00 degrees 08 minutes 27 seconds East, a distance of 570.55 feet; thence North 90 degrees 00 minutes 00 seconds East a distance of 232.66 feet; thence South 00 degrees 08 minutes 27 seconds West, a distance of 570.55 feet; thence North 90 degrees 00 minutes 00 seconds East, a distance of 66.42 feet; thence North 00 degrees 08 minutes 27 seconds East, a distance of 821.78 feet to the POINT OF BEGINNING.

According to the survey of Rodney Shiflett, Al. Reg. #21784, dated December 7, 2016.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 04/01/2021 09:07:55 AM
 \$33.00 CATHY
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Allen S. Bayl