Instrument prepared by:

## SUBORDINATION AGREEMENT

Michelle Medley
Truist Bank
7701 Airport Center Drive
Greensboro, NC 27409
Mail after recording to:
Truist Bank
P.O.Box 1290
Whiteville, NC 28472

That TRUIST BANK, formerly known as Branch Banking and Trust Company ("Truist"), being the present owner and holder of that certain promissory note dated 7/17/2020 in the original principal amount of \$37,800.00 ("Truist's Note"), executed by CHARLES E SHOTTS SR AND JENETTA W SHOTTS ("Borrower"), payable to the order of Truist, for good and valuable consideration received, does hereby covenant, stipulate, and agree with TRUIST BANK, FORMERLY KNOWN AS BRANCH BANKING AND TRUST COMPANY ("Lender") that all liens, mortgages, encumbrances, security interests, and assignments of every kind and character created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit A hereto ("Truist's Security Instrument"), affecting the real property and improvements described therein (the "Mortgaged Property"), are hereby expressly SUBORDINATED AND MADE SECONDARY AND INFERIOR, to the liens, mortgages, encumbrances, security interests, and assignments created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit B hereto ("Lender's Security Instrument"), affecting the Mortgaged Property, and securing the following indebtedness ("Lender's Note"):

New Note dated MAR 1 0 2021 and not to exceed \$155,000.00

This Agreement shall extend to any renewal or extension of all or any part of Lender's Note and notice of any such renewal or extension and the consent thereto of Truist or any other owner or holder of Truist's Note shall not be necessary.

This Agreement and the covenants and agreements contained herein shall not be impaired, reduced or affected by the taking of any other security for Lender's Note or the release, surrender or loss of any other security or collateral for the payment of Lender's Note or the failure, neglect or refusal of Lender to enforce any other security or collateral for the payment of Lender's Note.

This Agreement shall be binding upon Truist and its successors and assigns, including each and every subsequent owner and holder of Truist's Note, and the terms hereof shall inure to the benefit of Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of Lender's Note, or any renewal or extension thereof.

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TRUIST BANK

Except for the subordination described by this Agreement, Truist's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 24th day of February, 2021.

By:

MELISSA BELCHER

ASSISTANT VICE PRESIDENT

Title

STATE OF

**ALABAMA** 

<u>JEFFERSON</u>

COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that <u>MELISSA BELCHER</u>, as <u>ASSISTANT VICE PRESIDENT</u> of TRUIST BANK, a North Carolina corporation, 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, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 24th day of February, 2021.

Notary Public

My commission expires

(AL) 1970086-05998-914

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#### Exhibit A

# Description of Truist's Security Instrument:

Mortgage datd 07/17/2020 and Recorded in Shelby County, AL, in Instrument # 20200819000359720

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#### Exhibit B

Description of Lender's Security Instrument:

Mortgage datd 3.10.21 and Recorded in Shelby County, AL, in Instrument # 2021040200166490



Filed and Recorded Official Public Records Judge of Probate, Shelby County Alabama, County Clerk Shelby County, AL 04/05/2021 09:55:09 AM \$34.00 ZIOLKOWSKI

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