This instrument prepai Carla Gray/BRYANT BA	Loan Number 6000418299	
STATE OF ALABAMA	<b>}</b>	
SHELBY COUNTY	<b>)</b>	

## SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 7th, day of June, 2021.

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

WHEREAS, Welton Randall Hawkins and Lisa Gayle Hawkins (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 Home Equity Line of Credit from BRYANT BANK, ("Secured Party") with a maximum credit limit of Fifty Thousand and no/100 Dollars (\$50,000.00); said Home Equity Line of Credit having been secured by, among other things, a mortgage on the Collateral which was recorded on September 29, 2020, in Instrument No. 20200929000439110 in the Probate Office of Shelby County, Alabama (the "Mortgage").

WHEREAS, the Borrowers have obtained a loan from McGowin King Mortgage, LLC ("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 Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number <u>2021061400028918</u> In the Judge of Probate Office of 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

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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 Two Hundred Fifteen Thousand and no/100 Dollars (\$215,000.00), 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 200 day of June, 2021.

SECURED PARTY:

BRYANT BANK

Melinda Tolleson

As its: Vice President

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TATE OF ALABAMA	)	
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I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that Melinda Tolleson, 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 \_\_\_\_\_ day of June, 2021.

Notary Public in and for the State of Alabama

At Large

At Large

My Commission Expires:

August 7, 2022



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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