

This instrument prepared by:
Carla Gray/BRYANT BANK
2700 Cahaba Village
Mountain Brook, AL 35243

Loan Number 6000290799

STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 6th day of August, 2021.

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

WHEREAS, Sulman Mahdi and Ahlam Mahdi (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 One Hundred Fifteen Thousand Two Hundred Forty-three and no/100 Dollars (\$115,243.00); said Home Equity Line of Credit having been secured by, among other things, a mortgage on the Collateral which was recorded on January 10, 2017, in Instrument No. 20170110000008050 in the Probate Office of Shelby County, Alabama (the "Mortgage"). The maximum credit limit was increased to Four Hundred Eighty-five Thousand and 00/100 Dollars (\$485,000.00) and recorded on July 25, 2019 in Instrument No. 20190725000265270 in the Probate Office of Shelby County, Alabama.

WHEREAS, the Borrowers have obtained a loan from Bryant Mortgage ("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 Five Hundred Forty-Eight Thousand Two Hundred Fifty and no/100 Dollars (\$548,250.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number 20210817000401660, 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 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 Five Hundred Forty-eight Thousand Two Hundred Fifty and no/100 Dollars(\$548,250.00, 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 6th day of August, 2021.

SECURED PARTY:

BRYANT BANK

By: Brian Ethridge

Brian Ethridge

As its: Executive Vice President

Given under my hand and official seal of office on this 6th day of August, 2021.



Notary Public in and for the State of Alabama
At Large

My Commission Expires: 4-9-2025



Filed and Recorded

Official Public Records

Judge of Probate, Shelby County Alabama, County Clerk

Shelby County, AL

08/18/2021 08:05:25 AM

\$31.00 JOANN

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Allen S. Beryl