

RECORDING REQUESTED BY
National Title and Appraisal, Inc.

AND WHEN RECORDED MAIL TO:
2880 Crestwood Blvd.
Birmingham, AL 35210

20210923000465090
09/23/2021 11:22:58 AM
SUBAGREM 1/4

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR LIEN AGAINST THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF A SUBSEQUENT DEED OF TRUST.

THIS AGREEMENT, made this 15th day of September, 2021, by the Secretary of Housing
And Urban Development, mortgage holder of the property located at 137 Glen Abbey Lane, Alabaster, AL 35007

from (Majed J. Bahna) FHA Case# 011-9837518-703, hereinafter described and hereinafter referred to as
"Creditor's Lien," and Homepoint Financial Corporation herein after referred to as "New First Mortgage Holder" :

WITNESSETH

THAT WHEREAS, Creditor is the owner and holder of a lien, hereinafter referred to as the "Creditor's Lien",
encumbering real property situated in the County of Shelby, described as:

Lot 10 according to the Survey of Weatherly Glen Abbey, Sector 12, as recorded in Map Book 18.
Page 128, in the Office of the Judge of Probate, County of Shelby, State of Alabama

which lien was recorded on Mortgage from Majed J. Bahna a single man, to The Secretary of Housing
and Urban Development, Dated 06/22/2020 and recorded 07/08/2020, as Instrument Number
20200708000282620, securing a note in the original principal sum of \$5492.40 Described therein.
(Partial Claim Mortgage)

WHEREAS, New Mortgage Holder Homepoint Financial Corporation, is about to execute, a deed of trust and note in
the sum of approximately

\$ 229,501.00 dated 09/17/2021, in favor of
HOMEPOINT FINANCIAL CORPORATION, hereinafter referred to as "New First Mortgage Lender, " payable with
interest and upon the terms and conditions described therein, which deed of trust is to be record concurrently
herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall
unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior
to the lien or charge of the Creditor's Lien; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge
upon the above described property prior and superior to the lien or charge of the Creditor's Lien and provided that
Creditor will specifically and unconditionally subordinate the lien or charge of the Creditor's Lien to the lien or
charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Creditor's Lien.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Creditor's Lien.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of Creditor's Lien to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any, subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

Creditor declares, agrees and acknowledges that

- (a) Creditor consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) Creditor intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Creditor's Lien in favor of the lien or charge upon said land of the deed of trust in favor of Lender and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Creditor



Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

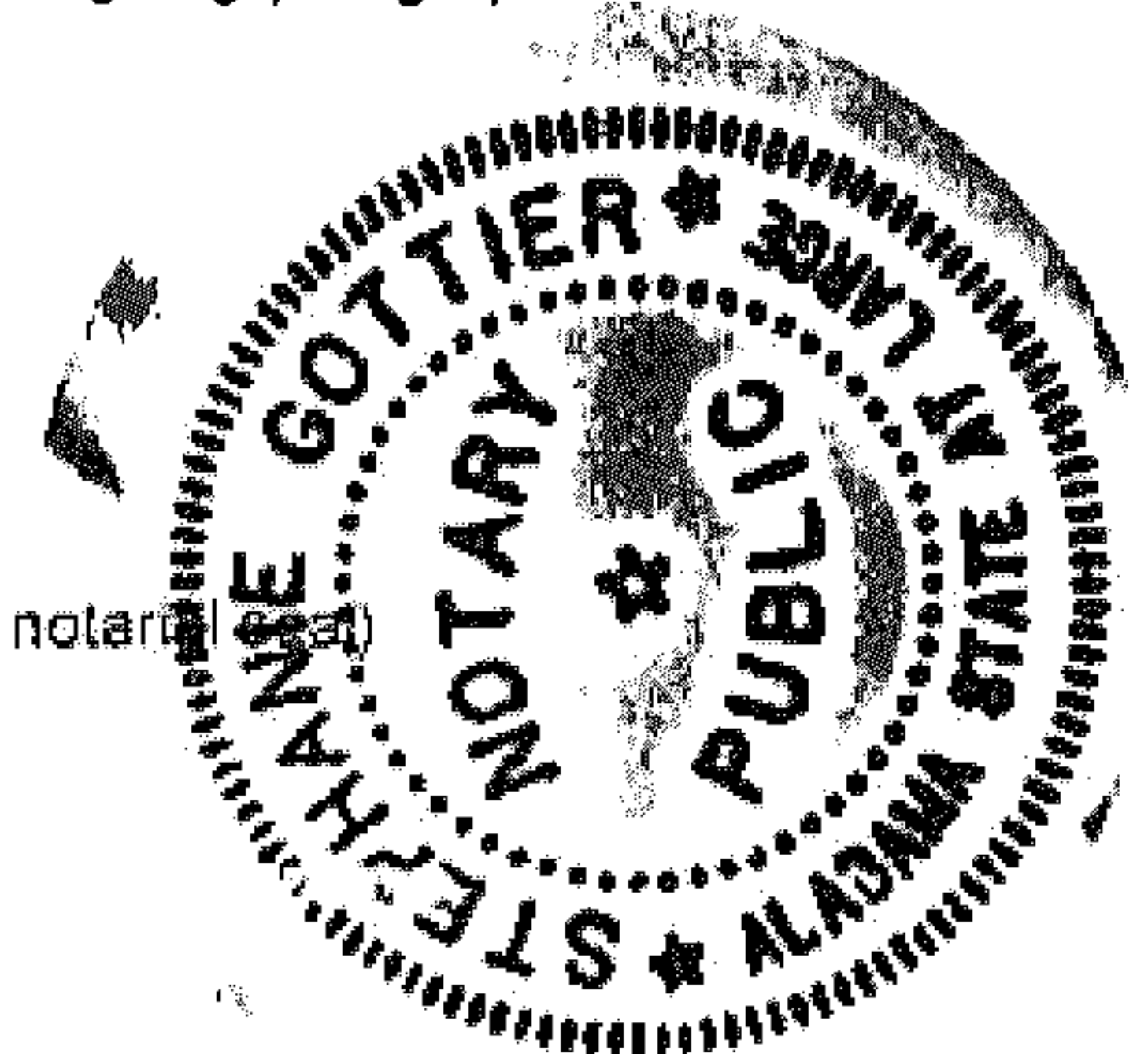
State of Alabama
County of Shelby
On September 21, 2021 before me, Stephanie Gottier, a Notary Public, personally
appeared Majed Jim Bahna
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature Stephanie Gottier
Name: Stephanie Gottier
(typed or printed)

(Area reserved for official notarial seal)



MY COMMISSION EXPIRES DECEMBER 5, 2023

State of _____

County of _____

On _____ before me, _____, a Notary Public, personally
appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is
true and correct.

WITNESS my hand and official seal.

Signature _____
Name: _____
(typed or printed)

(Area reserved for official notarial seal)

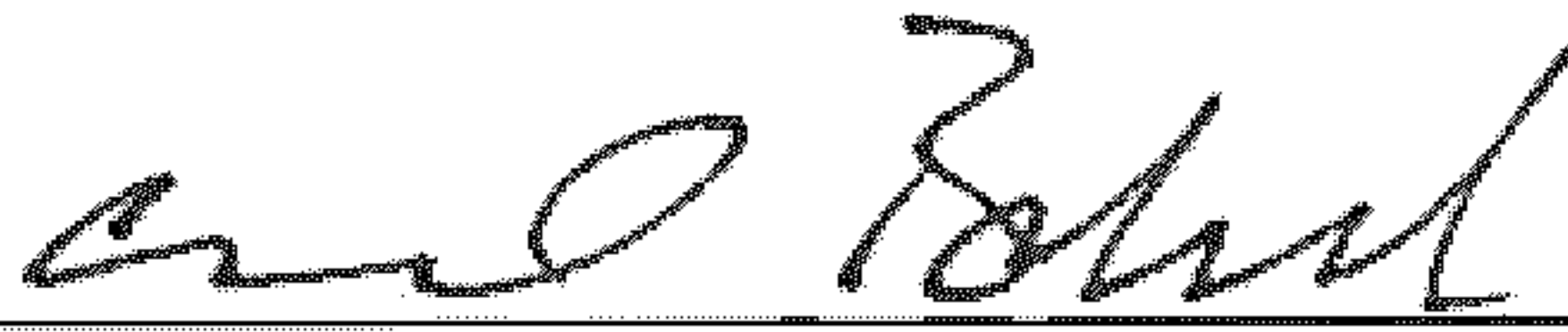
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE
PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO

(SUBORDINATION OF LIEN TO DEED OF TRUST TO RECORD)

Mortgagor: Majed J. Bahna
FHA Case Number: 011-9204849

IN WITNESS WHEREOF, the undersigned, Chad Beleele-Subordinate Mortgage Department/Novad Management Consulting, LLC Attorney-in-Fact for Secretary of Housing & Urban Development, has hereunto set his hand for and on behalf of the Secretary.

By: _____



Chad Beleele

Supervisor-Subordinate Mortgage Department /Novad
Management Consulting, LLC Attorney-in-Fact for Secretary
of Housing & Urban Development

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On September 15, 2021, before me, the undersigned Notary Public in and for Oklahoma County, Oklahoma, personally appeared Chad Beleele, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument he is the person or the entity upon behalf of which the person acted, executed the instrument.

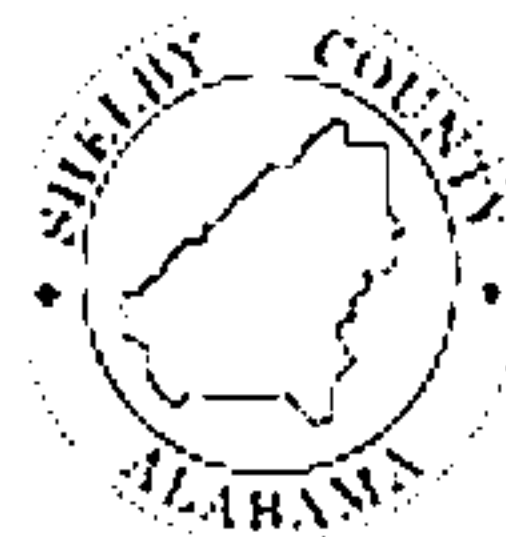
Witness my hand and official seal

My Commission Expires: 04/08/2023



Notary Public

Commission Number: #: 19003660



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/23/2021 11:22:58 AM
\$31.00 CHERRY
20210923000465090

Alvin S. Bayl