

**Instrument prepared by:**

Lisa M. Hooker

Truist Bank

7701 Airport Center Drive

Greensboro, NC 27409

**Mail after recording to:**

Truist Bank

P.O.Box 1290

Whiteville, NC 28472

## **SUBORDINATION AGREEMENT**

That **TRUIST BANK**, formerly known as **Branch Banking and Trust Company** ("Truist"), being the present owner and holder of that certain promissory note dated 12/12/2011 in the original principal amount of \$50,000.00 ("Truist's Note"), executed by **BENNY W PARKS AND BRENDA S PARKS** ("Borrower"), payable to the order of Truist, for good and valuable consideration received, does hereby covenant, stipulate, and agree with **TRUIST BANK** ("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 11/17/2021 and not to exceed \$135,000.00.

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.

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 14<sup>th</sup> day of October, 2021.

TRUIST BANK

By:

*Lupita Fowler*

LUPITA FOWLER

VICE PRESIDENT

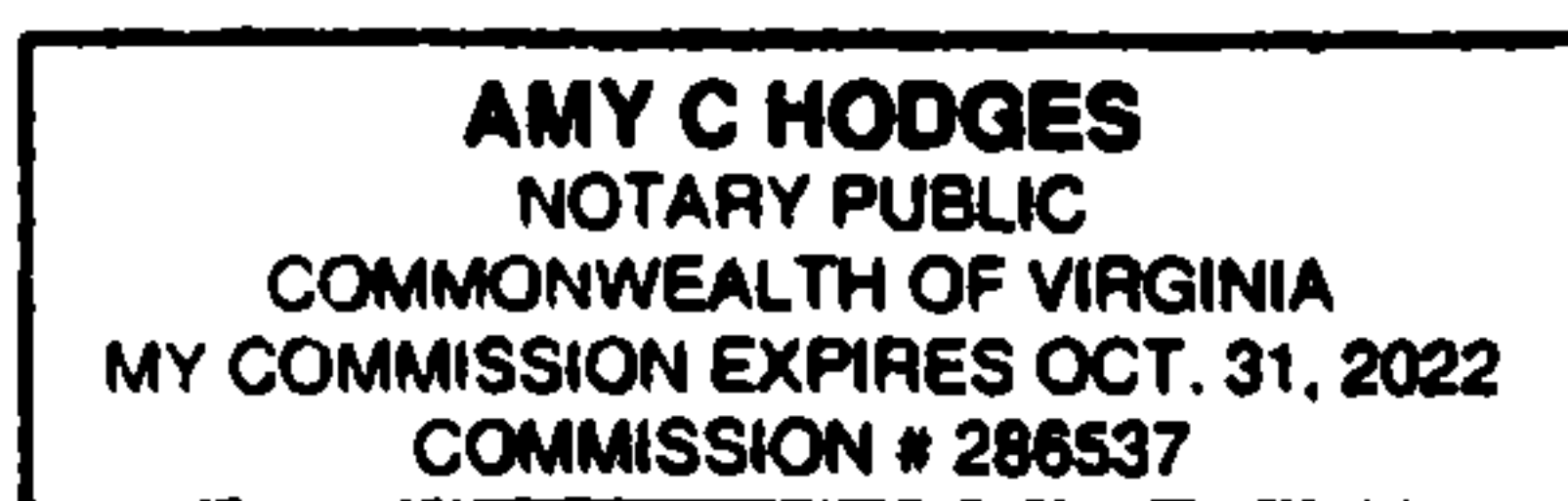
Title

STATE OF VIRGINIA  
CHESAPEAKE COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that LUPITA FOWLER, as VICE PRESIDENT 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 14TH day of October, 2021.

[SEAL]



*Amy C Hodges*

Notary Public

My commission expires

10/31/2022

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**Exhibit A**

**Description of Truist's Security Instrument:**

Deed of Trust/Mortgage dated 12/12/2011 and Recorded in Shelby County, State of Alabama, in Book 20120106000007440, filed on 01/06/2012.

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**Exhibit B**

**Description of Lender's Security Instrument:**

Deed of Trust/Mortgage dated 11/17/2021, and Recorded in Shelby County, State of Alabama, in Book N/A, in Page N/A. \*

\* Instrument #: 20211129000568110.

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Advantage Title, LLC No.: SB-AL-186475

**LEGAL DESCRIPTION**

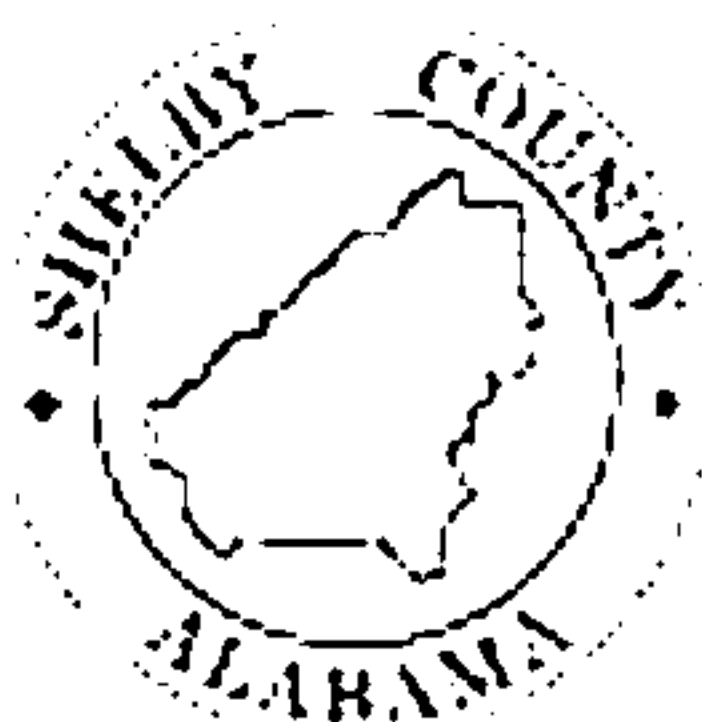
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Shelby, STATE OF Alabama, AND IS DESCRIBED AS FOLLOWS:

LOT 8, BLOCK 1, ACCORDING TO A SURVEY OF SUMMER PLACE, FIRST SECTOR, AS RECORDED IN MAP BOOK 17 PAGE 57 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA.

Parcel ID: 106230003008000

Commonly known as 128 Summer Circle, Birmingham, AL 35242  
However, by showing this address no additional coverage is provided

Source of Title Deed Instrument: 1994-35363



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
11/29/2021 01:31:00 PM  
\$37.00 BRITTANI  
20211129000568420

*Allen S. Bayl*