



SUBORDINATION AGREEMENT

PENTAGON FEDERAL

PREPARED BY: CHRISTOPHER WILLIAMS-ASSISTANT TREASURER - CREDIT UNION *

This subordination agreement is made this 1st day of SEPTEMBER, 2021 by
*Pentagon Federal Credit Union (PenFed), of 4875 Preston Road, Frisco TX 75034 ("Mortgagee"), and
Better Mortgage Corporation, of 120 Broadway, 5th Floor
New York, New York County, NY 10271 ("Lender").

RECITALS

A. The mortgagee is the owner and holder of a certain note, dated 18th September, 2009, for \$ 70,000 and interest, secured by a certain mortgage for that sum and interest, made by Bradley S Johnson and Kimberlee Johnson to the mortgagee, dated, and recorded on 7th October, 2009, in the office of the Official records. of Jefferson County, in book, page document (no.) Instrument No. 20091007000379890 and covering the following-described premises: **dot recorded date:09/25/2020**

The land hereinafter referred to is situated in the City of Birmingham, County of Shelby, State of AL, and is described as follows:

Lot 8A, A Resurvey of Lot 8 and Common Area "A", according to the Map and Survey of Greystone Legacy, 5th Sector, Phase IV, as recorded in Map Book 35, Page 127, which is a Resurvey of Lot 8 and Common Area "A" according to the Plat of Greystone Legacy 5th Sector Phase IV as recorded in Map Book 33, Page 155 in the Probate Office of Shelby County, Alabama.

B. Bradley S Johnson and Kimberlee Johnson, of 1341 Saddlecreek Pkwy, Birmingham, Jefferson County, AL 35242 ("Borrower") applied to the Lender for a loan to be made to the Borrower and to be evidenced by a promissory note secured by a mortgage covering the above-described real property.

C. To induce the Lender to make the loan, it is necessary the mortgage held by the Mortgagee be subordinated to the lien of the mortgage about to be granted to the Lender as set forth above. In consideration of the matters described above, and of the mutual benefits and obligations set forth in this agreement, the parties agree as follows:

SECTION ONE - SUBORDINATION

The Mortgagee covenants, consents, and agrees with the Lender the above-mentioned mortgage held by the Mortgagee is and shall continue to be subject and subordinate in lien to the lien of the mortgage about to be made to the Lender as stated above.

SECTION TWO - CONSIDERATION

In consideration of the Mortgagee so subordinating the mortgage held by it to the mortgage to be made to the Lender, the Lender shall make the above-described loan and, in further consideration, shall pay \$ to the Mortgagee.

SECTION THREE - LOAN TERMS

The terms of the loan from the lender to the Borrower are as follows: Conventional Rate and Term at fixed rate at fixed rate for 20 years, Interest rate - 2.500%, New loan amount - \$492,223. The Mortgagee agrees its mortgage shall be subordinate to the lender's mortgage under these terms, it being understood the subordination hereunder does not alter, diminish or otherwise limit the Mortgagee's rights under its mortgage.

SECTION FOUR - BINDING EFFECT

This agreement shall be binding on and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties.

The undersigned has executed this agreement by its authorized representative at _____ on _____.

PENTAGON FEDERAL CREDIT UNION

By: Christopher Williams

Printed Name: Christopher Williams

Title: Assistant Treasurer

State of: Texas

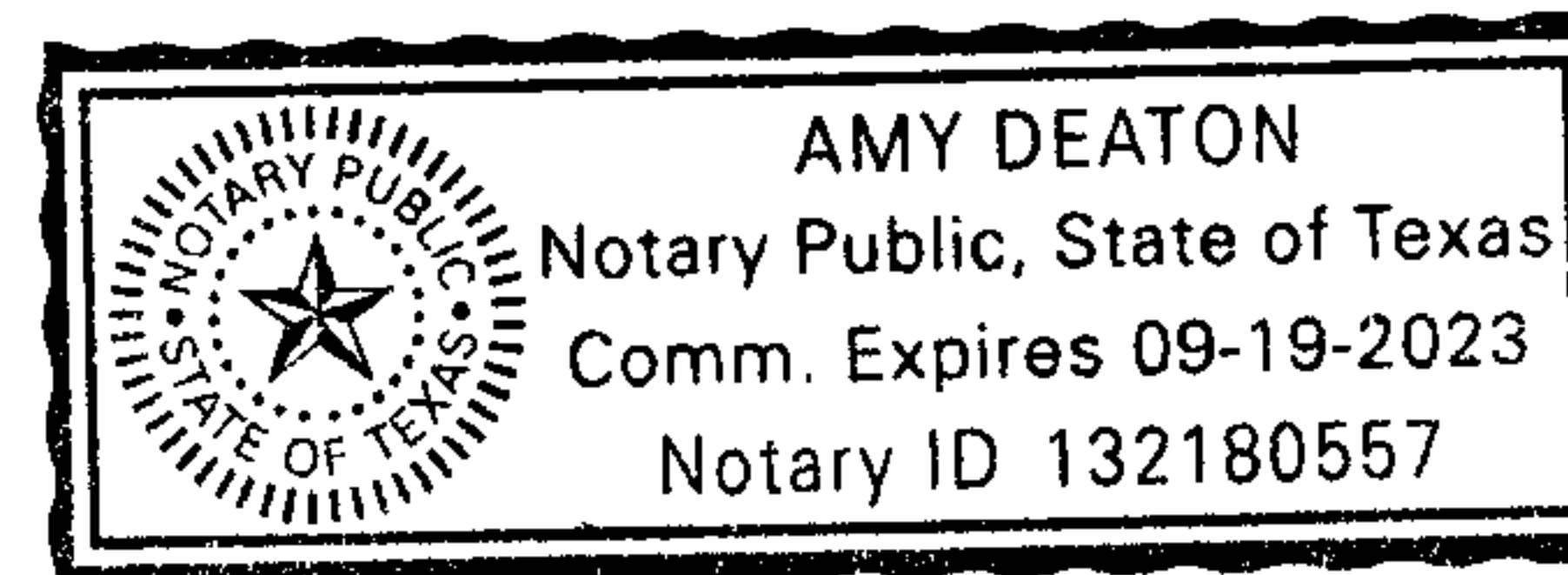
County/City of: Collin / Frisco

Personally appeared before me, the undersigned Notary Public in and for the said County/City and State, on this day of SEPTEMBER 1ST, 2020 the within named CHRISTOPHER WILLIAMS, who acknowledged s/he is ASSISTANT TREASURER of PENTAGON FEDERAL CREDIT UNION, a corporation, and for and on behalf of the said corporation, and as its act and deed, s/he executed the above and foregoing subordination agreement, after first having been duly authorized by said corporation so to do.

Notary's Signature: Amy Deaton

Notary's Printed Name: Amy Deaton

My Commission Expires: 09/19/2023



OS3290-20020219

EXHIBIT A
Legal Description

The land hereinafter referred to is situated in the City of Birmingham, County of Shelby, State of AL, and is described as follows:

Lot 8A, A Resurvey of Lot 8 and Common Area "A", according to the Map and Survey of Greystone Legacy, 5th Sector, Phase IV, as recorded in Map Book 35, Page 127, which is a Resurvey of Lot 8 and Common Area "A" according to the Plat of Greystone Legacy 5th Sector Phase IV as recorded in Map Book 33, Page 155 in the Probate Office of Shelby County, Alabama.

Being the same property conveyed from John Powers, married not joined by spouse to Bradley S. Johnson and Kimberlee Johnson, as joint tenants with right of survivorship by deed dated March 30, 2009 and recorded on April 7, 2009 in Instrument No. 20090407000128130.

APN: 03-5-15-4-003-038.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/07/2022 08:22:09 AM
\$29.00 CHERRY
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Allen S. Bayl