Prepared by and return to:
Matthew D. Evans, Esq.
Evans PLLC
19 Inverness Center Parkway, Ste 150
Birmingham, AL 35242

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JOINDER AND CONSENT TO RECIPROCAL EASEMENT FOR JOINT ACCESS AND PARKING

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the undersigned is the owner and holder of that certain lien instruments, including that certain Mortgage of Real Estate and Security Agreement (the "Mortgage") in favor of TRUIST BANK, formerly known as Branch Banking and Trust Company, a North Carolina banking corporation ("Mortgagee") by FIRST UNITED METHODIST OF ALABASTER, INC., an Alabama corporation ("Mortgagor"), dated December 7, 2010, filed December 21, 2010 in Instrument #2010221000427940, together with Assignment of Leases and Rents in Instrument #20101221000427940 and UCC Financing Statement in Instrument #20101221000427950, continued in Instrument #20201020000477200, and amended Instrument #20201125000540990, and Mortgage of Real Estate and Security Agreement by First United Methodist of Alabaster, Inc. dated May 13, 2010, filed June 4, 2010 in Instrument #20100604000176480, together with Assignment of Rents and Leases in Instrument #20100604000176490, and UCC Financing Statement in Instrument #20100604000176500 and Instrument #20151202000412540, continued in Instrument #20200929000440220, amended in Instrument #20201026000485950 (the "Lien Instruments"), which documents encumbers certain real property located in Shelby County, Alabama, as identified therein including the real property under that that certain Reciprocal Easement for Joint Access and Parking (the "Easement") by and between First United Methodist of Alabaster, Inc. and M. E. Buckelew, LLC dated May 12, 2016 and recorded in Instrument #20160519000171530 in the Office of the Judge of Probate of Shelby County, Alabama; and

WHEREAS, the Easement has been encumbered by the Lien Instruments; and

NOW, THEREFORE, in consideration of the premises hereof and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Mortgagee hereby states and declares as follows:

- 1. The Mortgagee hereby joins and consents to the terms and provision of the Easement.
- 2. The Mortgagee hereby agrees that the lien of the Mortgage shall hereafter be subject and subordinate to the Easement.

IN WITNESS WHEREOF, Mortgagee has caused this Joinder and Consent to the Reciprocal Easement for Joint Access and Parking to be executed this the 10th day of February 2022.

20220214000062910 02/14/2022 08:53:33 AM ESMTAROW 2/2

TRUIST BANK,

formerly known as Branch Banking and Trust Company, a North Carolina banking corporation

By: 42/1/1/2019 all

Its: Semior Vice President

STATE OF COUNTY OF CREEKSON)

I, the undersigned, a Notary Public for and in said County in said State, hereby certify that of Truist Bank, formerly known as Branch Banking and Trust Company, a North Carolina banking 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 the instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date and as the act of said corporation.

Given under my hand and official seal this the day of February 2022.

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Notary Public

My commission expires:

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Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
02/14/2022 08:53:33 AM
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