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AGREEMNT 1/8

Prepared by, and Upon Recording
Return to:

(Above Space for Recorder's Use Only)

VB-S1 Assets, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg

Commitment #: 37708395

**CONSENT TO EASEMENT AND NON-DISTURBANCE AND ATTORNMENT
AGREEMENT**

THIS CONSENT TO EASEMENT AND NON-DISTURBANCE AND ATTORNMENT AGREEMENT (the "**Agreement**") dated the 29^m day of September, 2022, is made and entered into by and between ASHLYN BAILEY AND BRANDON BAILEY, wife and husband (the "**Borrower**"), VB-S1 ASSETS, LLC, a Delaware limited liability company (the "**Grantee**"), and PHH MORTGAGE SERVICES, a banking company, as successor in interest to Interline Mortgage Services, LLC (the "**Lender**").

WITNESSETH

WHEREAS, Borrower is the fee simple holder of certain real property more particularly described in **Exhibit A** attached hereto (the "**Premises**");

WHEREAS, the Lender's predecessor in interest has made a loan to Borrower, which loan is secured by that certain Mortgage dated June 23, 2021, and recorded on June 30, 2021, in Instrument No. 20210630000317140, in the official records of Shelby County, Alabama (the "**Mortgage**"), which Mortgage encumbers the Premises;

WHEREAS, Borrower and Grantee entered into that certain Easement and Assignment of Option and Lease Agreement dated September 29, 2022 (the "**EASEMENT**") which

Easement recorded on the 11 day of October, 2022 in the official records of Shelby County, Alabama; *Being Recorded Concurrently herewith*

WHEREAS, the parties desire to evidence the subordination by Grantee of its easement interest in the Premises and Lender's agreement not to disturb Grantee's easement possession on the terms more particularly set forth herein;

WHEREAS, Grantee and Borrower desire to evidence Lenders acceptance and consent to the Easement and Grantee rights therein.

NOW, THEREFORE, in consideration of the mutual promises and covenants of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. Non-Disturbance. So long as Grantee is not in default (after the expiration of all periods afforded to Grantee during which Grantee has the right to cure any default), in the payment of rent, additional rent or other sums or charges now or hereafter payable under the Easement, or in the performance of any of the terms, covenants or conditions of the Lease, Grantee shall not, by reason of foreclosure of the Mortgage, acceptance of a deed in lieu of foreclosure, or the exercise of any remedy provided in the Mortgage, be disturbed in Grantee's use, occupancy and quiet enjoyment of the Premises during the term of the Easement or any extension thereof set forth in the Easement, and Grantee shall have the right to exercise all renewal terms set forth in the Easement in accordance with the terms of the Easement.

2. Subordination. Conditioned upon and subject to Lender's compliance with Section 1 above, Grantee hereby completely and unconditionally subordinates the Easement, all rights and options thereunder and all amendments thereof, to the lien of the Mortgage and all terms and provisions thereof.

3. Attornment. In the event Lender takes actual or constructive possession of the Premises, either as the result of appointment of a receiver, foreclosure or acceptance of a deed to the Premises in lieu of foreclosure, or otherwise, or in the event the Premises shall be purchased at a foreclosure sale by a third party, Grantee shall attorn to Lender or its designee, or such third party purchaser, as applicable, and Grantee shall recognize Lender or its designee or such third party purchaser, as applicable, as Grantee's landlord under the Lease, and Lender or its designee or such third party purchaser will recognize and accept Grantee as its tenant thereunder, whereupon the Easement shall continue in full force and effect as a direct lease between Lender or its designee or such third party purchaser, as applicable, and Grantee for the full term thereof, together with all extensions and renewals thereof as the same may be exercised by Grantee thereunder. Lender or its designee or such third-party purchaser, as applicable, shall thereafter assume, perform and be bound by all of Borrower's obligations, as if Lender or its designee or such third-party purchaser were originally named therein as Borrower.

4. Lender's Consent. To the extent any such consent is required by Lender pursuant to the Mortgage, Lender acknowledges that Lender has reviewed the form of the Easement and hereby consents to Borrower entering into the Easement and Grantee's use therein.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state in which the Premises are located.

6. Amendment. This Agreement may not be changed, amended or modified in any manner other than by an agreement in writing specifically referring to this Agreement and executed by the parties hereto.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of all the parties hereto and their respective successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Lender, all obligations and liabilities of Lender under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Lender's interest is assigned or transferred.

8. Counterparts. This Agreement may be executed in counterparts, each being deemed an original and all being deemed one and the same.

[Signatures on following page]

IN WITNESS, WHEREOF, the parties hereto have executed this Consent to Easement and Non-Disturbance and Attornment Agreement as of the date last signed by a party hereto.

BORROWER:

Ashlyn Bailey
Ashlyn Bailey
Brandon Bailey
Brandon Bailey

STATE OF Alabama

COUNTY OF Shelby

I, a Notary Public, hereby certify that Ashlyn Bailey and Brandon Bailey, wife and husband, whose name is signed to the foregoing instrument or conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand this the 2nd day of September, 2022.

Cathy Ingram
Notary Public

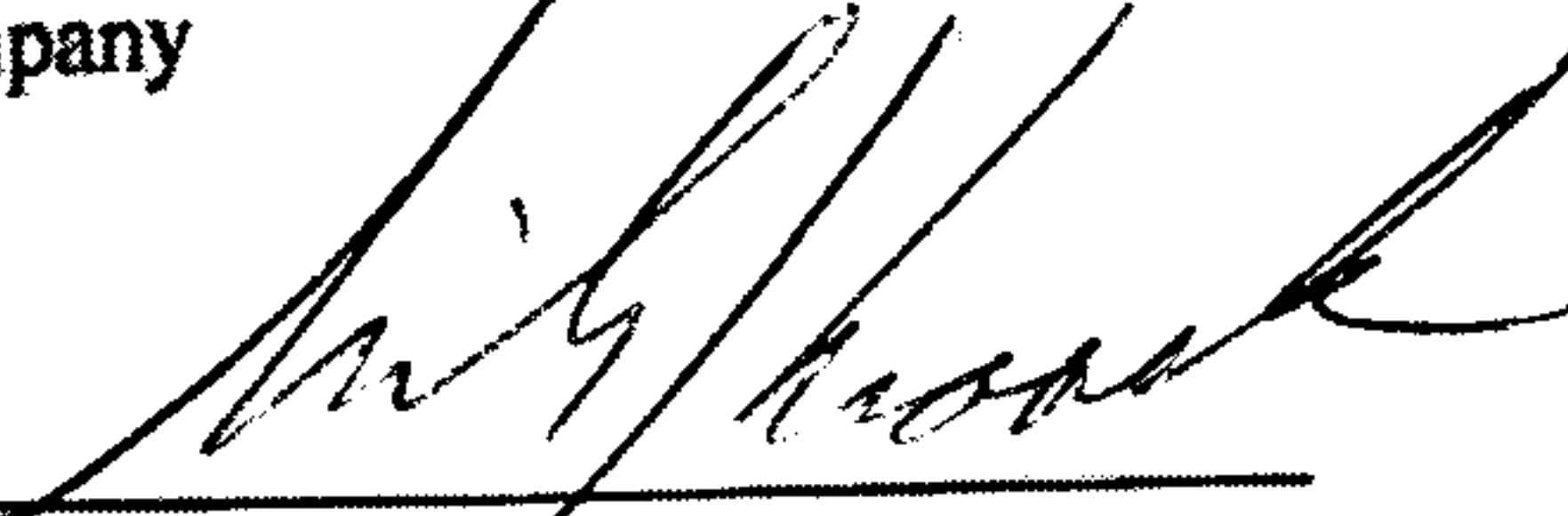
Print Name: Cathy Ingram

My Commission Expires: MY COMMISSION EXPIRES APRIL 2, 2025

Lender Signature Page to Consent to Easement and Subordination, Non-Disturbance and Attornment Agreement

LENDER:

Freedom Mortgage, a banking company

By: 

Name: Michael Kroack

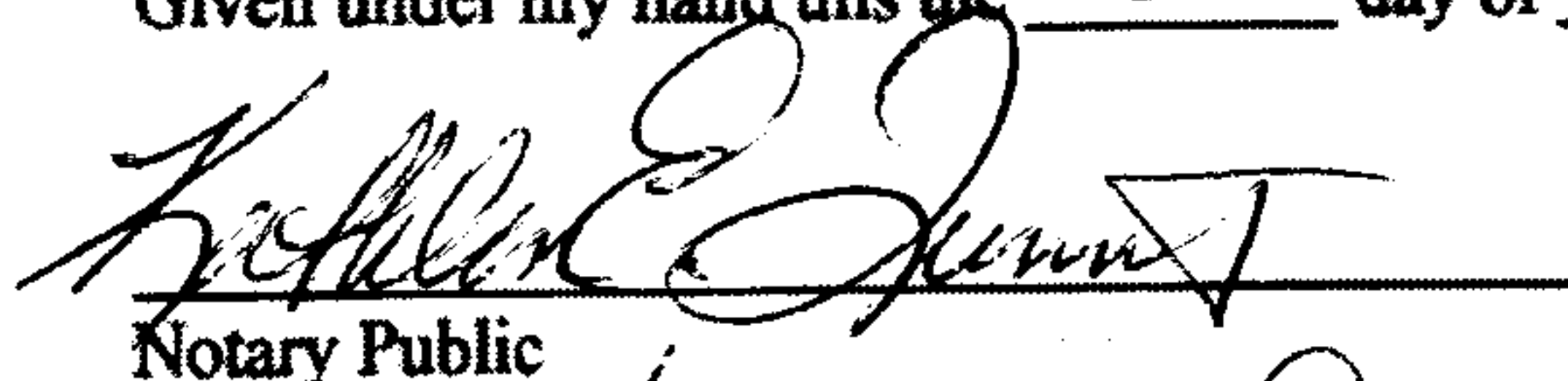
Title: FCI Supervisor

STATE OF Indiana

COUNTY OF Hamilton

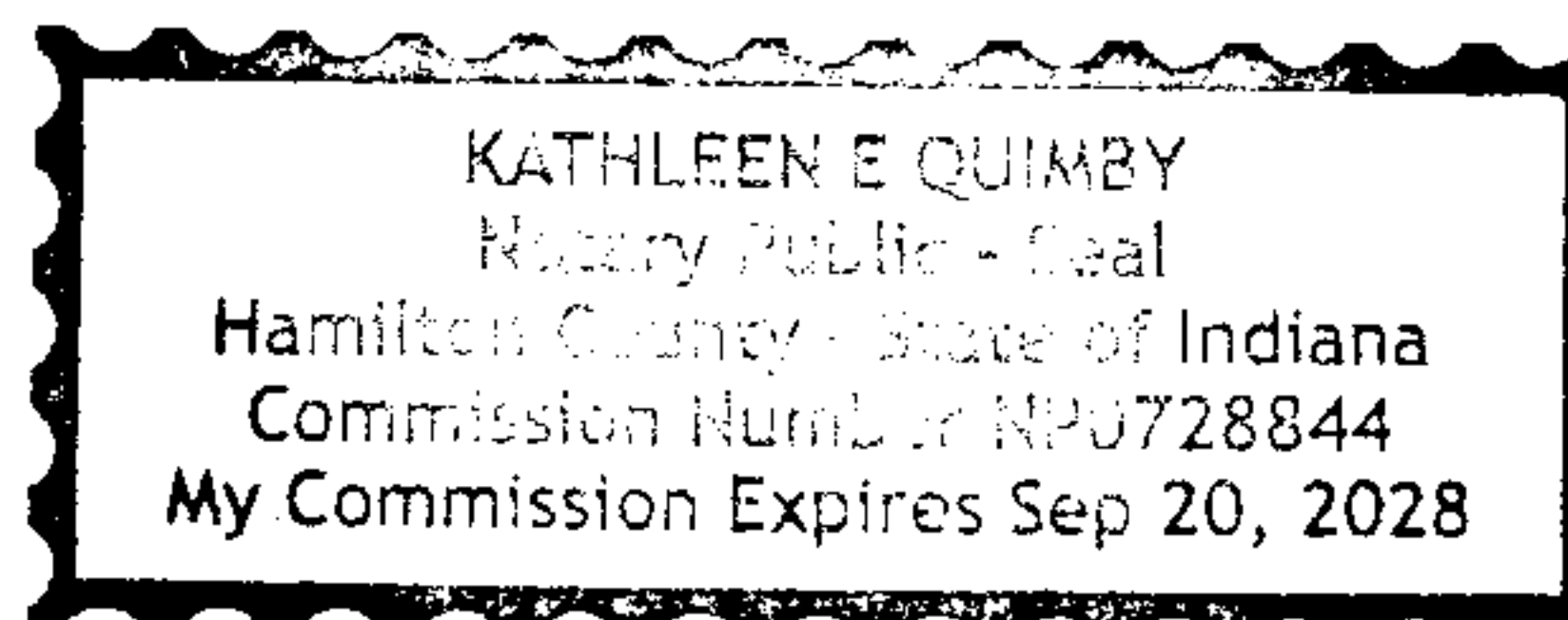
I, a Notary Public, in and for said County in said State, hereby certify that Michael Kroack (name of signatory) whose name as FCI Supervisor (title of signatory) of Freedom Mortgage, a banking company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 21 day of Sept, 2022.


Notary Public

Print Name: Kathleen E. Quimby

My Commission Expires: 09-20-2028



Grantee Signature Page Consent to Easement and Subordination, Non-Disturbance and Attornment Agreement

Grantee:

VB-S1 Assets, LLC,
a Delaware limited liability company

By: _____

Name: Adam Ginder

Title: VP and Associate General Counsel

STATE OF FLORIDA

COUNTY OF PALM BEACH

I, a Notary Public, in and for said County in said State, hereby certify that Adam Ginder (name of signatory) whose name as VP and Associate General Counsel of VB-S1 Assets, LLC, a Delaware limited liability company, is signed to the foregoing instrument or conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand this the 27th day of September, 2022.

Grant Phillips
Notary Public

Print Name: Grant Phillips

My Commission Expires: September 16, 2024

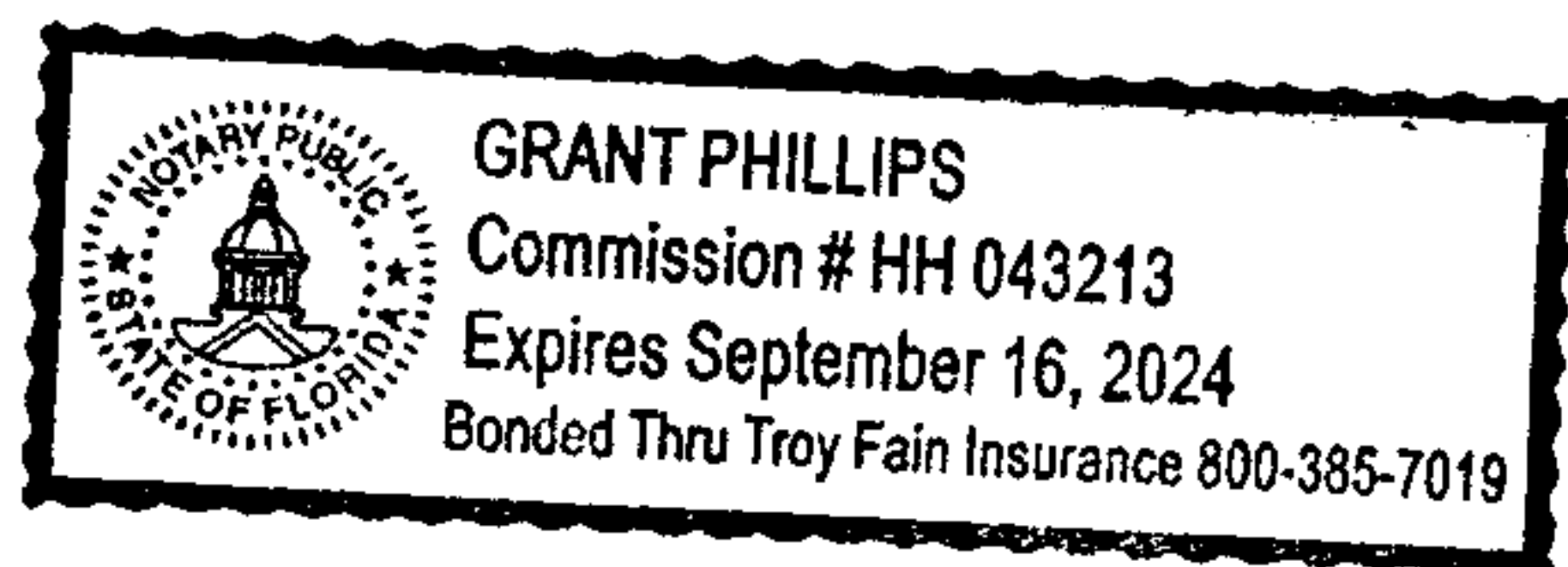


EXHIBIT A

Legal Description

An interest in land, said interest being over a portion of the following described parent

(EXHIBIT A)

Site Name: Lay Lake
Site Number: US-AL-5036

EXHIBIT A

Legal Description

An interest in land, said interest being over a portion of the following described parent

The following described real estate situated in Shelby County, Alabama to-wit:

All that part of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, Township 24 North, Range 15 East, that lies North of Shelby County Highway 71, and containing 20 acres, more or less.

AND BEING the same property conveyed to Ashlyn Jones Bailey from Michael Jones and Tommy Jones by Warranty Deed dated July 22, 2020 and recorded August 26, 2020 in Instrument No. 20200826000374100.

Tax Parcel No. 33 6 13 0 002 030.000



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
10/11/2022 02:59:40 PM
\$44.00 JOANN
20221011000386230

Ashlyn S. Bailey

(EXHIBIT A)