

Please record and return to:  
United Community  
Loan Operations  
P.O. Box 249  
Blairsville, GA 30514

STATE OF ALABAMA  
COUNTY OF SHELBY

Cross Reference: Instrument # 20230818000249290, Pages 1-7,  
SHELBY County, Alabama Records

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Agreement") is made and entered into this 29th day of March, 2024, by and between UNITED COMMUNITY ("United") and ROBERT J MARLER AND LORI C MARLER, residents of SHELBY County, Alabama ("Borrower").

WHEREAS, Borrower executed in favor of United a Promissory Note dated July 31, 2023, in the original principal amount of \$60,000.00, secured by a security instrument, recorded in Instrument # 20230818000249290, Pages 1-7, SHELBY County, Alabama Records (the "United Security Instrument");

WHEREAS, Borrower now desires to borrow from LENDSURE MORTGAGE CORP. ISAOA ("Senior Lender"), and Senior Lender desires to lend to Borrower, the principal amount of \$270,000.00 (the "Loan Amount");

WHEREAS, in connection with the Loan, Borrower has executed or proposes to execute a security instrument pursuant to which Borrower will grant to Senior Lender a security interest in the collateral already secured by the United Security Mortgage, in order to secure Borrower's repayment of the Loan Amount (the "Senior Lender's Security Instrument"); and

WHEREAS, as a condition to the Senior Lender making the loan, Senior Lender is requiring that the United Security Instrument be subordinated to all of the rights and interests of Senior Lender under the Senior Lender's Security Instrument.

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

1. **Subordination.** United hereby subordinates all right, title and interest under the United Security Instrument, in and to the property secured thereby, as against Senior Lender's Security Instrument; provided, however, that the subordination provided for in this Agreement shall only be applicable to Senior Lender's Security Instrument securing the loan to be made by Senior Lender to Borrower in a principal amount not to exceed the Loan Amount, plus all interest accrued thereon. The subordination affected by this Agreement does not include any future advances by Senior Lender which cause the principal balance of the indebtedness to exceed the Loan Amount. It is expressly agreed that except for such subordination, the United Security Instrument shall be and remain unchanged and in full force and effect.

2. **General Terms.** This Agreement shall be binding upon the successors and assigns of the United, and shall operate to the benefit of this holder of Senior Lender's Security Instrument, the successors and assigns of said holder, and any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof. This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender under Senior Lender's Security Instrument or related documents shall affect this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, an authorized representative of United has hereunto set their hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

**UNITED:**

**UNITED COMMUNITY**

ATTEST:

Stephnie Knight  
Stephnie Knight

By:

Name:

Title:

Sumner Winger  
Sumner Winger  
A/P, Loan Operations

STATE OF South Carolina  
COUNTY OF Greenville

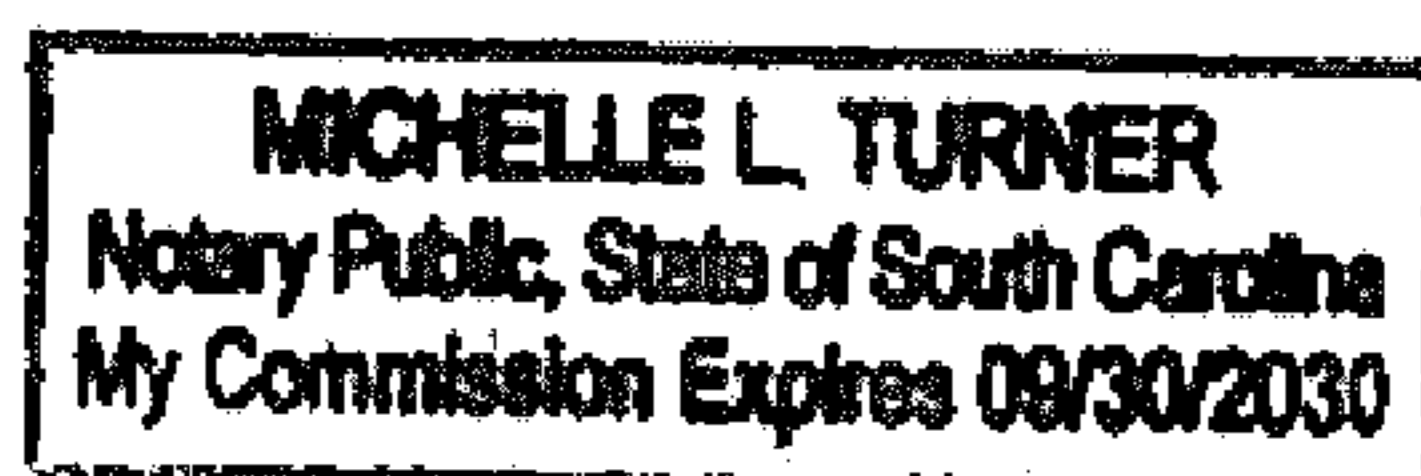
ACKNOWLEDGMENT

I, Michelle Turner, a Notary Public, do hereby certify that United Community, by its duly authorized officer, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

SWORN TO and subscribed before me  
this 28 day of March, 2024.

Michelle Turner  
Notary Public

My commission expires: 9/30/2030



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
04/23/2024 11:07:48 AM  
\$25.00 PAYGE  
20240423000117550

Allie S. Bayl