

Recording Requested By and
After Recording Return to:

Concord Servicing Corporation
On behalf of Connexus Credit Union
4343 North Scottsdale Rd., Suite 270
Scottsdale, AZ 85251

APN: 10 5 22 0 001 040.000

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**ACKNOWLEDGEMENT AND SUBORDINATION
AGREEMENT**

THIS ACKNOWLEDGEMENT AND SUBORDINATION AGREEMENT (this "Agreement") is made and entered into as of 07/24/2025, among Henry Kendrick (the "Property Owner"), having an address of 4912 Appaloosa Trail, Birmingham, AL 35242, Connexus Credit Union, (the "Home Improvement Loan Owner") having an address of Connexus Credit Union, 1 Corporate Drive, Suite 700, Wausau, WI 54401, and SoFi Bank N.A (the "Mortgage Lender") having an address of 2750 E Cottonwood Pkwy, Ste 300, Salt Lake City, UT 84121.

RECITALS

A. Property Owner owns the real property located at 4912 Appaloosa Trail, Birmingham, AL 35242, Shelby County, AL (such real property, including all buildings, improvements, structures and fixtures located thereon, shall be hereinafter referred to as the "Real Property"), as more particularly described on Exhibit A attached hereto.

B. Property Owner and Connexus Credit Union entered into that certain loan, dated as of 10/18/2023 (as may be amended from time to time, the "Contract"), pursuant to which Connexus Credit Union financed the purchase of home improvement items at the Property Owner's home on the Real Property (the "Home Improvement Items"), and the Contract was assigned to Home Improvement Loan Owner.

C. Connexus Credit Union caused to be filed on 11/28/2023 in the official records of Shelby County, AL, a Uniform Commercial Code fixture filing with respect to the Home Improvement Items that is instrument number 20231128000344290 (the "Fixture Filing") to give potential parties of interest in the Real Property notice that Property Owner has granted the lienholder a first-priority purchase-money security interest in the Home Improvement Items.

D. Contemporaneously herewith, Property Owner has executed a mortgage, dated on or about 08/22/2025 for the benefit of the Mortgage Lender (as may be amended, supplemented or modified from time to time, the "Mortgage"), to secure a loan made by Mortgage Lender to Property Owner, which Mortgage encumbers the Property.

E. Property Owner, Home Improvement Loan Owner and Mortgage Lender desire to confirm their understanding concerning the Home Improvement Items, the Fixture Filing, and the Mortgage.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Property Owner, Home Improvement Loan Owner and Mortgage Lender hereby agree as follows.

AGREEMENT

1. Home Improvement Loan Owner Acknowledgement. Home Improvement Loan Owner hereby acknowledges the Mortgage made by Property Owner to Mortgage Lender, Mortgage Lender's rights under the Mortgage and Mortgage Lender's lien on the Real Property. Home Improvement Loan Owner hereby further

acknowledges and agrees that Home Improvement Loan Owner does not have a lien on the Real Property, and that Home Improvement Loan Owner only has a lien on and an interest in the Home Improvement Items pursuant to the Contract.

2. **Subordination.** Without limiting Home Improvement Loan Owner's rights, title or interest to the Home Improvement Items, Property Owner, Home Improvement Loan Owner and Mortgage Lender hereby agree, to the extent that Home Improvement Loan Owner is deemed to have a lien on any portion of the Real Property, such lien shall be subject and subordinate in all respects to the Mortgage. For the avoidance of doubt, Home Improvement Loan Owner hereby subordinates all right, title, and interest arising under the Fixture Filing to the Mortgage and to any mortgage that secures a refinancing of debt secured by the Mortgage after the date hereof, with the same force and effect as if the Mortgage or such subsequent mortgage, as applicable, had been recorded prior to the making and recording of the Fixture Filing.

3. **Rights upon Foreclosure.** (a) **Notice of Foreclosure.** Mortgage Lender shall give Home Improvement Loan Owner written notice before commencing any foreclosure or other action to enforce its rights and remedies under the Mortgage. (b) **Rights While Lender Owner Holds Title to Real Property.** During any period after a judicial foreclosure of, or other enforcement of rights under, the Mortgage, Mortgage Lender or one of its affiliates, agents or designees holds title to the Real Property (in such capacity, a "**Lender Owner**") and Home Improvement Loan Owner owns the Home Improvement Items, Home Improvement Loan Owner agrees that the Lender Owner may use the energy produced by the Home Improvement Items at no cost and without further act; provided that Lender Owner shall give Home Improvement Loan Owner written notice as required by applicable law of any third-party purchase of the Real Property by a person or entity that is not a Lender Owner (a "**Subsequent Purchaser**"). Notwithstanding Section 2, any Subsequent Purchaser shall take title to the Property subject to the Fixture Filing. (c) **Home Improvement Loan Owner's Rights.** Nothing herein shall restrict Home Improvement Loan Owner's rights, or limit or restrict Home Improvement Loan Owner's ability to enforce its rights to remove the Home Improvement Items from the Real Property at any time.

4. **Miscellaneous.** (a) **Further Actions.** Property Owner covenants and agrees from time to time to do all acts and execute such instruments as it shall be requested to do by Mortgage Lender or Home Improvement Loan Owner or execute for the purposes of carrying out and effectuating this Agreement and the intent hereto and evidencing this Agreement, whether by filing with any public office, or agency or otherwise. (b) **Modification of Agreement.** This Agreement may not be modified orally or in any other manner except by an agreement in writing signed by the parties hereto or their respective successors in interest. (c) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. (d) **Severability.** If any provision of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such other provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law. (e) **Recording.** The parties hereby agree and acknowledge that this Agreement shall be recorded in the official records of the county and state in which the Real Property is located. (f) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State in which the Real Property is located. (g) **Counterparts.** This Agreement may be executed in counterparts, and all counterparts together shall be construed as one document. (h) **Fees.** If any legal action, arbitration or other proceeding is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of its actual expenses, including without limitation, expert witness fees, actual attorneys' fees and disbursements. (i) **Notices.** All notices, statements and other communications to be given under the terms of this Agreement shall be in writing and delivered by hand against written receipt or sent by certified or registered mail, return receipt requested, postage prepaid and addressed as provided in the first paragraph of this Agreement, or at such other address as from time to time designated by the party receiving the notice.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

HOME IMPROVEMENT LOAN OWNER: Concord Servicing Corporation,
on behalf of Connexus Credit Union
4343 North Scottsdale Rd., Suite 270
Scottsdale, AZ 85251,
An Arizona corporation

By: 

Name: Ron Harris

Title: Consumer Operator

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Arizona County of Maricopa

On July 24th, 2025 before me, Samantha Montes, personally appeared

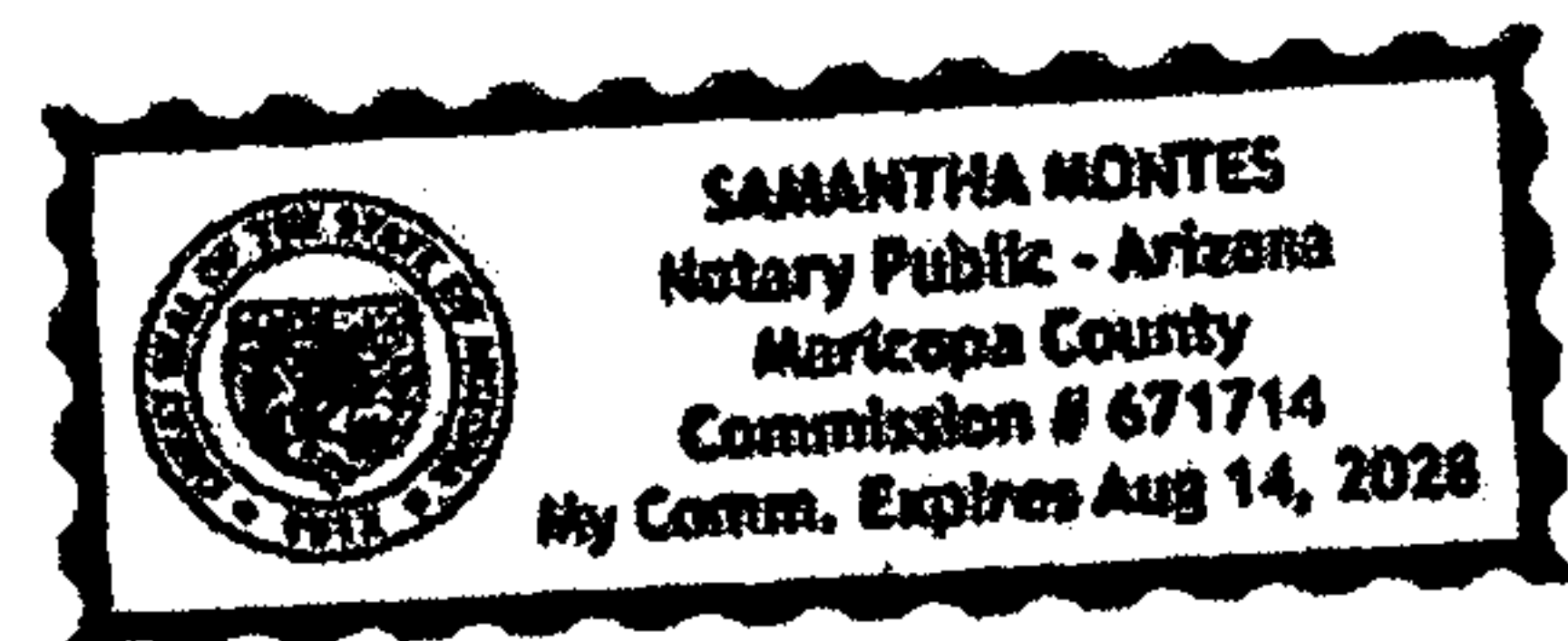
Ronald Harris
who proved to me on the basis of identification or satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Samantha Montes

(Seal)



[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION;
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]

PROPERTY OWNER:

Henry Stouall Kendrick IV
(Print Name of Property Owner)

Signature: [Signature]

Tamera Ayres Kendrick
(Print Name of 2nd Property Owner if applicable)

Signature: [Signature]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Alabama
County of Shelby

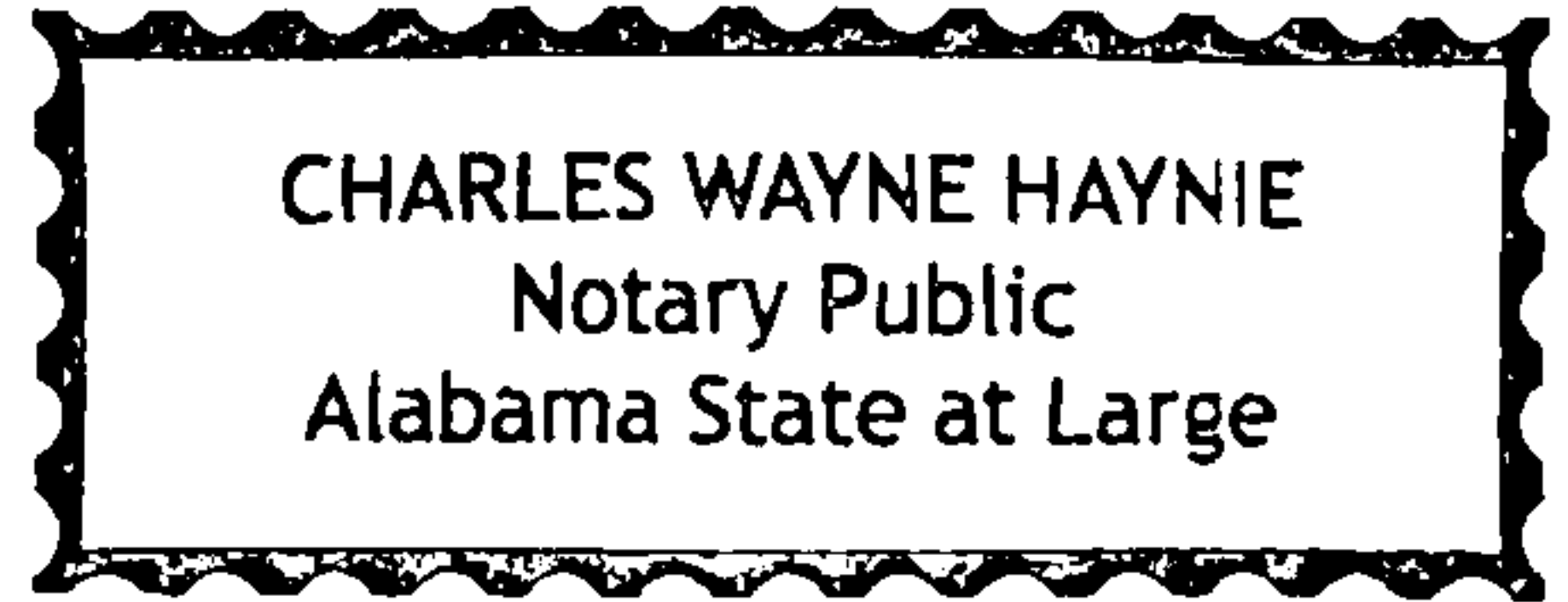
On 9-16-2025 before me, Charles Wayne Haynie, personally appeared Henry Stouall Kendrick IV and Tamera Ayres Kendrick who proved to me on the basis of drivers license or satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Signature] (Seal)

[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION]



My Commission Expires: 10-19-2027

MORTGAGE LENDER:

Sofi
(Name of Mortgage Lender)

Signature: [Signature]

Print Name: Ryan Conlon

Title: Senior Manager at Home Loans

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of North Carolina
County of Mecklenburg

On Jan. 6, 2026 before me, Arsenio Bright, Jr. personally appeared

Ryan Conlon, Senior Manager of Home Loans
who proved to me on the basis of Personally Known or satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of N.C. that the foregoing paragraph is true and correct.

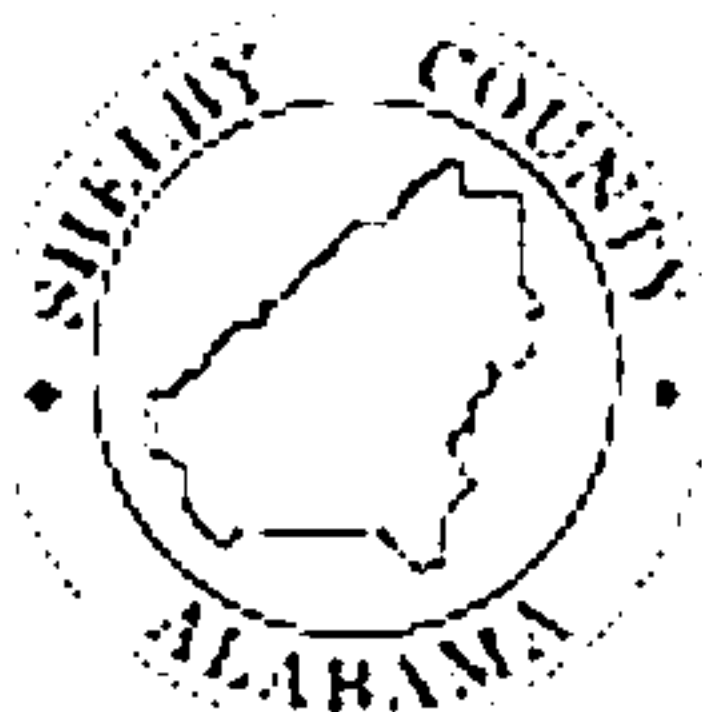
WITNESS my hand and official seal.

ARSENIO BRIGHT JR
Notary Public, North Carolina
Mecklenburg County
My Commission Expires
December 11, 2030

Signature [Signature] (Seal)

[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION]

[SIGNATURE PAGE TO ACKNOWLEDGEMENT AND SUBORDINATION;
ADDITIONAL SIGNATURES CONTINUED ON NEXT PAGE]



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
01/09/2026 08:54:00 AM
\$36.00 JOANN
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Allen S. Bayl