

STATE OF ALABAMA)
)
COUNTY OF Shelby)

SUBORDINATION AGREEMENT

WHEREAS, Southbrook Village Shopping Center, Ltd. (hereinafter referred to as the "Borrower", whether one or more) has applied to AmSouth Bank N.A. (the "Bank") for a loan of money to be secured by a first mortgage on the property hereinafter described; and

WHEREAS, the undersigned have or may have a lien or other interest in said property which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to the Bank; and

WHEREAS, the Bank is unwilling to make the requested loan to the Borrower unless the undersigned subordinate their lien or other interest in said property to the mortgage to be executed by the Borrower to the Bank.

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce the Bank to make the requested loan to the Borrowers, the undersigned hereby agree as follows:

The undersigned hereby subordinate to the mortgage to be executed by the Borrowers to the Bank all right, title and interest at law or equity of the undersigned in and to the following described property situated in Shelby County, Alabama, to-wit:

See attached Exhibit A

including, without limitation, any lien which the undersigned have on said property.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals this 14th day of OCTOBER, 19 87.

Donna Tyler, Pres
HENRY TYLER CONSTR. CORP.

STATE OF ALABAMA)
)
Shelby COUNTY)

I, DONNA TYLER, a Notary Public in and for said County, in said State, hereby certify that HENRY TYLER whose name(s) IS signed to the foregoing conveyance, and who IS known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance HE executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 14 day of OCT, 1987.

MY COMMISSION EXPIRES MARCH 28, 1990

Donna Tyler
Notary Public

Alabama Title

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Exhibit A

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BOOK

A parcel of land situated in the Northeast 1/4 of Section 2, Township 21 South, Range 3 West, Shelby County, Alabama, and being more particularly described as follows: Commence at the Southwest corner of the North 1/2 of the Southwest 1/4 of the Northeast 1/4 of said Section 2; thence in an Easterly direction along the South line thereof and the North right of way line of 6th Avenue Southwest, a distance of 790.66 feet; thence an angle left of 141 deg. 22 min. 49 sec. and run in a Northwesterly direction a distance of 282.92 feet; thence an angle right of 90 deg. and run in a Northeasterly direction a distance of 665.0 feet to the point of beginning at a point on John Allen Branch, the Northeast property line of Southbrook Village Shopping Center; thence an angle right of 180 deg. and reverse course for a distance of 211 feet; thence an angle left of 90 deg. and run in a Southeasterly direction a distance of 330 feet; thence an angle right of 90 deg. and run in a Southwesterly direction a distance of 28 feet; thence an angle left of 90 deg. and run in a Southeasterly direction a distance of 198 feet to a point on the Northwesterly right of way line of Alabama Highway No. 119; thence left, in a Northeasterly direction along said Northwest right of way line a distance of 102 feet to the most Southerly corner of Tract A of Southbrook Village Shopping Center; thence left in a Northwesterly direction along the South line of said Tract A, a distance of 172.18 feet; thence right and run Northeasterly along the Northwest line of said Tract A a distance of 140 feet to the most Northerly corner of Tract A on John Allen Branch; thence left in a Northwesterly direction along the Northeast property line of Southbrook Village Shopping Center and John Allen Branch, a distance of 343.68 feet to the point of beginning; being situated in Shelby County, Alabama.

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT IS CORRECT

1987 NOV -4 AM 8:58

Thomas A. ...
JUDGE OF PROBATE

RECORDING FEES
Recording Fee \$ 5.00
Index Fee 1.00
TOTAL \$ 6.00