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SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE AGREEMENT

THIS AGREEMENT, made and entered into as of this 30th day of May, 1988, by and between James E. Kelly, ("Landlord"), Beryl O'Henson ("Tenant"), and JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, a federally chartered savings and loan association ("Lender").

R E C I T A L S:

A. James E. Kelly and Tenant have entered into that certain Lease Agreement dated April (hereinafter referred to as the "Lease"), with respect to space located in the Alpine Square Shopping Center, which is located in the City of Pelham, Shelby County, Alabama, (hereinafter referred to as the "Premises"), said Premises more particularly described in the Lease. James E. Kelly has entered into an agreement to assign the lease to Lender.

B. Landlord has requested Lender to make to Landlord a mortgage loan to be secured by a mortgage covering the property upon which the Premises are located and an assignment of all leases relating thereto, including the Lease. Said mortgage and assignment of leases are referred to herein as the "Security Instruments." Lender is willing to make such loan, provided that Tenant executes this Agreement.

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C. The parties further desire to execute this instrument to express their agreement that the Lease will be subordinate to the Security Instruments and that Tenant's possession of the premises will not, subject to the terms and conditions of this Agreement, be disturbed by reason of a foreclosure of the lien of the Security Instruments on the Premises.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual premises and covenants of the parties hereto, and as an inducement to Lender to make such mortgage loan, the parties hereto do mutually covenant and agree as follows:

1. The Lease shall at all times be subject and subordinate in all respects to the Security Instruments and to all renewals, modifications and extensions thereof, subject to the terms and conditions of this Agreement.

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2. Tenant shall give prompt written notice to Lender of all defaults by Landlord of those obligations under the Lease which are of such a nature as to give Tenant a right to terminate the Lease, to reduce rent, or to credit, setoff or offset any amounts against future rents, and Lender shall have a reasonable opportunity (but shall not be required) to cure the same.

3. So long as Tenant is not in default in the payment of rent, additional rent or other charges or conditions of the Lease, Tenant shall not be disturbed by Lender in Tenant's possession, enjoyment, use and occupancy of the Premises during the original or any renewal term of the Lease or any extension or modification thereof.

4. No person or entity who exercises a right, arising under the Security Instruments or any assignment of the Lease, to receive the rents payable by Tenant under the Lease shall thereby become obligated to Tenant for the performance of any of the terms, covenants, conditions and agreements of Landlord under the Lease. Landlord and Tenant agree that Tenant shall make the payments to be made by Tenant under the Lease to such person or entity upon receipt of written notice of the exercise of such rights, and Tenant agrees not to prepay any sums payable by Tenant under the Lease. Tenant shall not be required to confirm the validity of any such written notice; and Tenant may completely rely upon any such notice as being valid, genuine and representing such person's or entity's rights under any security instrument or agreement. Such receipt of rent by any other such person shall conclusively relieve Tenant of its obligations and shall not relieve Landlord of its obligations under the Lease, and Tenant shall continue to look to Landlord only for performance thereof.

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5. If the interest of Landlord shall be acquired by Lender by reason of foreclosure of its mortgage or other proceedings brought to enforce the rights of the holder thereof, by deed in lieu of foreclosure or by any other method, and Lender succeeds to the interest of Landlord under the Lease, the Lease shall continue in full force and effect and shall not be terminated or disturbed except in accordance with the terms of the Lease. Tenant shall thereupon be bound to Lender under all of the terms, covenants and conditions of the Lease for the balance of the term thereof remaining, and any extensions or renewals thereof which may be effected in accordance with any option therefor contained in the Lease, with the same force and effect as if Lender were the Landlord under the Lease. Tenant does hereby attorn to Lender as its Landlord, said attornment to be effective and self-operative without the execution of any other instruments on the part of either party hereto immediately upon Lender's succeeding to the interest of Landlord under the Lease, and Tenant hereby

agrees that Lender shall not be responsible or liable in any way for any default under the Lease occurring prior to the time Lender obtains title to the leasehold estate owned by Landlord and is entitled to actual, unrestricted possession of the Premises.

6. In addition to and not in lieu of all the provisions of this Agreement, Lender shall not in any way or to any extent be:

(a) liable for any act or omission of any prior landlord (including Landlord); or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord) except to the extent that Lender seeks to enforce any prior Landlord's rights; or

(c) bound by any rent or additional rent which Tenant might have paid for more than thirty (30) days in advance to any prior landlord (including Landlord); or

(d) bound by any agreement or modification of the Lease made without Lender's consent; or

(e) in any way responsible for any deposit or security which was delivered to Landlord but which was not subsequently delivered to Lender.

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Agreement shall be in writing and shall be deemed to have been properly given or served and shall be effective upon being deposited in the United States mail, postage prepaid and registered or certified with return receipt requested; provided, however, the time period in which a response to any notice, demand, or request must be given shall commence on the date of the return receipt of the notice, demand, or request by the addressee thereof. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice has been given shall constitute receipt of the notice, demand, or request sent. Any such notice if given to Landlord shall be addressed as follows:

If given to Lender shall be addressed as follows:

Jefferson Federal Savings and Loan
Association of Birmingham
215 North 21st Street
Birmingham, Alabama 35203

If given to Tenant shall be addressed as follows:

Ben Johnson

or at such other address in the United States as Landlord, Lender or Tenant may by notice in writing designate for notice.

8. This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, successors and assigns.

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

WITNESS:

Bertha O. Falk

James E. Kelly (SEAL)

James E. Kelly

LANDLORD

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Bertha O. Falk

Its:

By: (SEAL)

Its:

TENANT

Mary Hendes Hawkins

Its: Attorney

JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM

By: (SEAL)

Its: ASSISTANT VICE PRESIDENT

LENDER

STATE OF ALABAMA
I CERTIFY THIS
INSTRUMENT WAS FILED

88 MAY 31 PM 12:50

JUDGE OF PROBATE

RECORDING FEES

Recording Fee	$ 10.00
Indexing Fee	1.00
TOTAL	$ 11.00