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SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 16th day of Oct., 1991, by and between COLONIAL BANK, an Alabama banking corporation, having an office at 1928 First Avenue North, Birmingham, Alabama (hereinafter referred to as the "Lessee"), and FIRST ALABAMA BANK, having an office at 417 North 20th Street, Birmingham, Alabama (hereinafter referred to as the "Lender").

W I T N E S S E T H :

WHEREAS, by Ground Lease dated September 30, 1991 (hereinafter referred to as the "Lease") Pamela C. Kittrell ("Lessor") leased and rented to Lessee certain premises located in Pelham, Shelby County, Alabama (the "Property"), a more particular description of which Property appears on Exhibit "A" attached hereto and is made a part hereof by reference and incorporation; and

WHEREAS, the Property is encumbered by a mortgage in favor of the Lender, which mortgage was filed for record in the Office of the Judge of Probate of Shelby County, Alabama, on June 4, 1987, in Real Volume 134, Page 106 (hereinafter the "Mortgage"); and

WHEREAS, Lessee and Lender desire hereby to establish certain rights, safeguards, obligations and priorities with respect to their respective interests by means of the following Subordination, Non-Disturbance and Attornment Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises herein contained, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Lessee and Lender agree as follows:

1. The Lease and the rights of Lessee thereunder are and shall be subject and subordinate to the lien of the Mortgage and to all of the terms, conditions, and provisions thereof, to all advances made or to be made thereunder, to the full extent of the principal sum and interest thereon from time to time secured thereby, and to any renewal, substitution, extension, modification, or replacement thereof, including an increase in the indebtedness secured thereby or any supplements thereto. In the event that Lender or any other person acquires title to the Property pursuant to the exercise of any remedy provided for in the Mortgage or by reason of the acceptance of a deed in lieu of foreclosure (the Lender, any other such person and their participants, successors and assigns being referred to herein as the "Purchaser"), Lessee covenants and agrees to attorn to and recognize and be bound to Purchaser as its new Lessor, and subject to the provision in Paragraph 2 of this Agreement, the Lease shall continue in full force and effect as a direct Lease between Lessee and Purchaser, except that, notwithstanding anything to the contrary herein or in the Lease, the provisions of the Mortgage will govern with respect to the disposition of proceeds of insurance policies or condemnation or eminent domain awards.

2. So long as the Lease is in full force and effect and Lessee is not in default under any provision of the Lease or this Agreement, and no event has occurred which has continued to exist for a period of time (after notice, if any, required by the Lease) as would entitle Lessor to terminate the Lease or would cause without further action by Lessor, the

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write

termination of the Lease or would entitle Lessor to dispossess the Lessee thereunder:

(a) the right of possession of Lessee to the Property pursuant to the terms of the Lease shall not be terminated or disturbed by any steps or proceedings taken by Lender in the exercise of any of its rights under the Mortgage or the indebtedness secured thereby;

(b) the Lease shall not be terminated or affected by said exercise of any remedy provided for in the Mortgage, and Lender hereby covenants that any sale by it of the Property pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Lessee thereunder.

3. In no event shall Lender or any other Purchaser be:

(a) liable for any act or omission of Lessor or any prior lessor;

(b) liable for the return of any security deposit;

(c) subject to any offsets or defenses which the Lessee might have against Lessor or any prior lessor;

(d) bound by any payment of rent or additional rent which Lessee might have paid to Lessor or any prior lessor for more than the current month; or

(e) bound by any amendment or modification of the Lease made without Lender's or such other Purchaser's prior written consent.

4. Lessee agrees to give prompt written notice to Lender of any default by Lessor under the Lease which would entitle Lessee to cancel the Lease or abate the rent payable thereunder, and agrees that notwithstanding any provision of the Lease, no notice of cancellation thereof given on behalf of Lessee shall be effective unless Lender has received said notice and has failed within thirty (30) days of the date of receipt thereof to cure Lessor's default, or if the default cannot be cured within thirty (30) days, has failed to commence and to diligently pursue the cure of Lessor's default which gave rise to such right of cancellation or abatement. Lessee further agrees to give such notices to any successor of Lender, provided that such successor shall have given written notice to Lessee of its acquisition of Lender's interest in the Mortgage and designated the address to which such notices are to be sent.

5. Lessee acknowledges that Lessor has executed and delivered to Lender an Assignment of Rents and Leases, which has been filed for record in the Office of the Judge of Probate of Shelby County, Alabama, in Real Volume 134, Page 110 (the "Assignment"), whereby Landlord conveyed to Lender any and all rentals due to Landlord pursuant to any leases on the Property as additional security for the loan secured by the Mortgage, and Lessee hereby expressly consents to the continuation of such Assignment.

6. Lessee agrees that it will not, without the prior written consent of Lender, do any of the following, and any such purported action without such consent shall be void as against Lender:

(a) modify the Lease or any extensions or renewals thereof in such a way as to reduce the rent, accelerate rent payments, shorten the original term, or change any renewal option;

(b) terminate the Lease except as provided by its terms;

(c) subordinate or permit subordination of the Lease to any lien subordinate to the Mortgage.

7. Lessee agrees to certify in writing to Lender, upon request, whether or not any default on the part of Lessor exists under the Lease and the nature of any such default.

8. The foregoing provisions shall be self-operative and effective without the execution of any further instruments on the part of either party hereto. However, Lessee agrees to execute and deliver to Lender or to any person to whom Lessee herein agrees to attorn such other instruments as either shall request in order to effectuate said provisions.

9. From and after payment in full of the loan secured by the Mortgage and the recordation of a release or satisfaction thereof, without the transfer of the Property to Lender as a Purchaser, this Agreement shall become void and of no further force and effect.

10. The agreements herein contained shall be binding upon and shall inure to the benefit of the parties hereto, their respective participants, successors, and assigns, and, without limiting such, the agreements of Lender shall specifically be binding upon any Purchaser of the Property at foreclosure or at a sale under power.

11. This agreement may not be modified other than by an agreement in writing signed by the parties hereto or their respective successors.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

13. If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remaining terms and provisions hereof shall not be affected thereby, but each term and provision hereof shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, Lessee and Lender have caused this instrument to be executed under seal as of the day and year first above written.

LESSEE:

COLONIAL BANK,
an Alabama banking
corporation

BY: W. P. Riley
Its: E. V. P.

ATTEST:

BY: Orville A. Mobley
Its: V. P.

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LENDER:

FIRST ALABAMA BANK / Shelby Co.

BY: W. P. Kirkland
Its: V. P.

ATTEST:

BY: Elizabeth C. Harper
Its: Executive Secretary

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that W. P. Riley, whose name as Exec. Vice-President of Colonial Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Colonial Bank.

Given under my hand and seal this the 22nd day of October, 1991.

Kay Annily Byers
NOTARY PUBLIC
My Commission Expires: _____

My Commission Expires August 26, 1992

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that K.R. Kirkland whose name as President of First Alabama Bank ^{Shelby County} is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said First Alabama Bank.

Given under my hand and seal this the 11th day of October, 1991.

Kimberly A. Muddock
NOTARY PUBLIC
My Commission Expires: 3-5-95

Ref: LR/1947446

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EXHIBIT "A"

Commence at the southwest corner of the southwest quarter of the northwest quarter of Section 13, Township 20 South, Range 3 West, Pelham, Shelby County, Alabama, and run thence easterly along the south line of said quarter-quarter section a distance of 219.89' to a point, thence turn a deflection angle of 69 degrees 42' 38" left and run northeasterly a distance of 675.95' to the point of beginning of the property being described, said beginning point being at a point on the west right of way line of Highway No. 31 in a curve to the right having a central angle of 2 degrees 34' 45" and a radius of 2,390.74', thence continue along last described course along the chord of said curve a chord distance of 107.61' to a point, thence turn a deflection angle of 87 degrees 43' 49" left from chord and run west-northwesterly a distance of 170.00' to a point, thence turn a deflection angle of 95 degrees 30' 17" left and run south-southwesterly a distance of 198.69' to a point on the northerly right of way line of Shelby County Highway No. 105, thence turn a deflection angle of 102 degrees 09' 47" left and run easterly along the said right of way line of said Highway No. 105 a distance of 125.82' to a point, thence turn a deflection angle of 38 degrees 10' 47" left and run 62.88' to the point of beginning, containing 0.638 of an acre.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

92 FEB 12 PM 2:44

JUDGE OF PROBATE

1. Deed Tax	\$	
2. Mtg. Tax	\$	
3. Recording Fee	\$	15.00
4. Indexing Fee	\$	3.00
5. No Tax Fee	\$	
6. Certified Fee	\$	1.00
Total	\$	19.00