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STATE OF ALABAMA

COUNTY OF SHELBY

SBA Loan #CDC-4643373007 BIR

SUBORDINATION

WHEREAS, ANTHONY S. SERIO AND LAWRENCE L. SERIO, JR., individually and ANTHONY'S CAR CLEAN-UP SERVICE, INC. hereinafter termed "Borrowers" are presently indebted to First Alabama Bank, Birmingham, as evidence by that certain Promissory Note executed by said Borrowers in favor of First Alabama Bank, Birmingham, in the original principal amount of \$750,000.00; and

WHEREAS, said Note is secured, among other things, by that certain Mortgage executed by said Borrowers in favor of First Alabama Bank, Birmingham, dated January 31, 1992, recorded in Real Book 386 at page 890 et seq., with the Judge of Probate of Shelby County, Alabama; the real estate taken by said Mortgage is more fully described in the attached Exhibit "A" and to which specific reference is here made; and

WHEREAS, said Note is also secured by that certain security agreement executed by said Borrowers in favor of First Alabama Bank, Birmingham, which was filed with the Alabama Secretary of State;

WHEREAS, said Borrowers are desirous of obtaining an additional loan in the amount of \$346,000.00 from the Southern Development Council, Inc., an Alabama Corporation, and/or the U. S. Small Business Administration, their successors or assigns, as their interest may appear, for the purpose of an acquisition of

J. Wilson Henmore

land and building, construction, and the purchase of machinery and equipment; and

WHEREAS, the Southern Development Council, Inc. and/or the U. S. Small Business Administration require the Borrowers to secure said loan with a Mortgage on the real estate described in Exhibit "A", and also a security agreement, and further requests that First Alabama Bank, Birmingham, subordinate any renewals or future advances made by the Borrowers, which are secured by the above mentioned mortgage, and any indebtedness secured by the security agreement in excess of \$416,667.00, to that Mortgage and security agreement being taken by said Southern Development Council, Inc. and/or the U. S. Small Business Administration, their successors or assigns as their interest may appear.

WHEREAS, the parties understand and agree that First Alabama Bank, Birmingham, will receive the proceeds of the Small Business Administration loan obtained by the Borrowers, and that the indebtedness of the Borrowers will be reduced by the amount received from the Small Business Administration loan, and that a renewal of the indebtedness to First Alabama Bank, Birmingham, will result in an total indebtedness to First Alabama Bank, Birmingham of no more than \$416,667.00.

NOW THEREFORE, in and for good and valuable consideration, and in order to induce said Southern Development Council, Inc. and/or the U. S. Small Business Administration to make said additional loan to said Borrowers, First Alabama Bank, Birmingham, does hereby subordinate any renewals or future advances made by the Borrowers, except as described in the preceding paragraph, with exception to collection fees and insurance advances as

authorized by their note, mortgage, and security agreement, which are secured by its mortgage, and the security agreement in excess of \$416,667.00 to that mortgage and security agreement taken by the Southern Development Council, Inc. and/or the U. S. Small Business Administration, their successors or assigns as their interest may appear which secures said additional loan.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that neither this Subordination Agreement nor anything contained herein shall in any wise alter or affect the validity of the mortgage and security agreement of First Alabama Bank, Birmingham, first mentioned herein, or the lien on the items so subordinated herein, or any of the other collateral securing the indebtedness of First Alabama Bank, Birmingham.

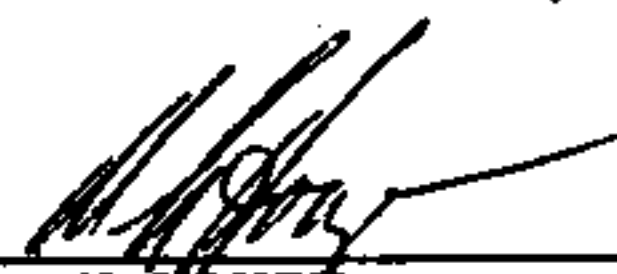
IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD that this Subordination is to extend only to the items listed on the attached Exhibit "A", (and any renewal thereof, which reflects the payment of the proceeds of the loan from the SBA as described on page 2 of this agreement. It is contemplated and understood that the Borrowers, Anthony S. Serio and Lawrence L. Serio, Jr., individually and Anthony's Car Clean-Up Service, Inc., will execute a new note to First Alabama Bank, Birmingham, causing an indebtedness of no more than \$416,667.00, and that indebtedness will be superior and senior to the indebtedness to the Southern Development Council, Inc., and/or the U. S. Small Business Administration, their successors or assigns, as their interest may appear).

IN WITNESS WHEREOF, First Alabama Bank, Birmingham, has caused this Subordination Agreement to be executed by Mark Howze, Vice President, with full authority on behalf of said bank.

THIS, the 11 day of , February, 1992.

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FIRST ALABAMA BANK, BIRMINGHAM

BY: 

MARK HOWZE
VICE PRESIDENT
P. O. BOX 10247
BIRMINGHAM, AL 35202

STATE OF ALABAMA

COUNTY OF JEFFERSON

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Mark Howze, Vice President, with whom I am acquainted, and who, upon oath acknowledged himself to be Mark Howze, Vice President of First Alabama Bank, Birmingham, that he, as being authorized so to do, executed and delivered the foregoing Subordination Agreement, freely and voluntarily and with full knowledge of the contents thereof, for the purposes herein expressed, by signing the name of said First Alabama Bank, Birmingham by himself in full authority.

WITNESS MY HAND and official seal of office in Birmingham, Alabama, this the 11th day of February, 1992.


Notary Public

My Commission Expires: 8-16-94

This instrument prepared by:
J. WILSON DINSMORE
ATTORNEY AT LAW
2107 5th Avenue, North
Birmingham, Alabama 35203

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JUDGE OF PROBATE

1. Deed Tax	
2. Mtg. Tax	12.50
3. Recording Fee	3.00
4. Indexing Fee	
5. No. Tax Fee	1.00
6. Certified Fee	
Total	16.50

Parcel of land located in the North 1/2 of the Southwest 1/4 of Section 31, Township 19 South, Range 2 West, more particularly described as follows: Commence at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 31; thence in an Easterly direction a distance of 452.73 feet; thence 86 degrees, 31 minutes, 40 seconds right, in a Southerly direction, a distance of 1321.78 feet; thence 47 degrees, 06 minutes right, in a Southwesterly direction, a distance of 250.20 feet, said point being the approximate center line of an existing road; thence 100 degrees, 04 minutes, 45 seconds left, in a Southeasterly direction along said approximate center line, a distance of 80.05 feet to the point of beginning; thence continue along last described course, a distance of 300.36 feet to the beginning of a curve to the right, having a radius of 965.17 feet; thence 1 degree, 41 minutes, 30 seconds right, to chord of said curve, in a Southeasterly direction along said approximate center line of said existing road, a chord distance of 56.99 feet; thence 123 degrees, 34 minutes, 03 seconds right from said chord, in a Southwesterly direction, a distance of 583.82 feet to a point on the Easterly right of way line of U. S. Highway 31 South, said point being on a curve having a radius of 2010.08; thence 97 degrees, 33 minutes, 22 seconds right to chord of said curve to the left, in a Northwesterly direction along said right of way, a chord distance of 311.77 feet; thence 85 degrees, 12 minutes, 35 seconds right from said chord, in a Northeasterly direction, a distance of 338.31 feet to the point of beginning. Said parcel being situated in Shelby County, Alabama.

Subject to a non-exclusive easement appurtenant over and across the following described real estate:

A proposed 20 foot wide easement over and across said parcel of land, being more particularly described as follows: Commenced at the Northeast corner of the Southwest 1/4 of the Northwest 1/4 of said Section 31; thence in an Easterly direction, a distance of 452.73 feet; thence 86 degrees, 31 minutes, 40 seconds right, in a Southerly direction, a distance of 1321.78 feet; thence 47 degrees, 06 minutes right, in a Southwesterly direction, a distance of 250.20 feet; thence 79 degrees, 55 minutes, 15 seconds right, in a Northwesterly direction, a distance of 34.06 feet; thence 89 degrees, 58 minutes, 30 seconds left, in a Southwesterly direction, a distance of 146.00 feet; thence 38 degrees, 00 minutes right, in a Southwesterly direction, a distance of 152.97 feet to a point on the Easterly right of way line of U. S. Highway 31 South, said point being on a curve having a radius of 2010.08 feet; thence 89 degrees, 39 minutes, 27 seconds left to tangent of said curve to the right, in a Southeasterly direction along said right of way line; an arc distance of 100.00 feet to the point of beginning, said point being on the center line of a 20 foot wide easement; thence 90 degrees left to the tangent of said right of way curve, in a North-easterly direction along said center line of easement, a distance of 31.00 feet; thence 30 degrees, 04 minutes, 40 seconds left, in a Northeasterly direction along said center line, a distance of 164.38 feet; thence 36 degrees, 07 minutes, 08 seconds right in a North-easterly direction along said center line, a distance of 44.00 feet; thence 64 degrees, 00 minutes right, in a Southeasterly direction along said center line, a distance of 50.00 feet; thence 64 degrees, 00 minutes left, in a Northeasterly direction along said center line, a distance of 113.00 feet; thence 90 degrees right, in a Southeasterly direction along said center line, a distance of 167.78 feet; thence 85 degrees, 31 minutes, 16 seconds right, in a Southwesterly direction along said center line, a distance of 333.72 feet to said Easterly right of way line of U. S. Highway 31 South and being the end of said center line of a 20 foot wide easement. Situated in Shelby County, Alabama.