

SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of January 14, 1993 (hereinafter the "Agreement") and is by and among **COLONIAL BANK** (hereinafter "Colonial") and **BIRMINGHAM TRUST NATIONAL BANK**, which is now known as **SOUTHTRUST BANK OF ALABAMA, N.A.** by reason of change of name (hereinafter "SouthTrust").

WHEREAS, WILLIAM BEW WHITE, III (hereafter "Borrower") is indebted to SouthTrust, and such indebtedness is secured in part by three mortgages dated and recorded April 28, 1981 at Volume 411, page 807 et seq.; May 3, 1982 at Volume 420, page 508 et seq.; November 1, 1982 at Volume 424, page 486 et seq.; all in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter separately and collectively "SouthTrust's Mortgage") of and concerning all or part of the property described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, Borrower has requested that Colonial make Borrower a term loan in the principal amount of \$288,000.00 secured by a first priority mortgage on the property described on Exhibit "A" (Colonial Mortgage); and

WHEREAS, Colonial has agreed to make such funds available to Borrower provided, among other things, that SouthTrust subordinate its claim to Borrower's real property to the claims of Colonial.

NOW THEREFORE, in consideration of Colonial making a loan to Borrower in the principal amount of \$288,000.00, SouthTrust entering into this Agreement, and other good and valuable

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consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Lien Priority: From and after the date hereof: (a) Colonial's Mortgage shall have priority over SouthTrust's Mortgage; and (b) the SouthTrust Mortgage shall be and at all times remain, subject, inferior, and subordinate to Colonial's Mortgage.

The priorities of the mortgages established, altered, or specified hereinabove shall be applicable, irrespective of the time or order of attachment, perfection, or recordation thereof, the method of perfection, the time or order of filing of mortgages or taking of possession, or the giving of or failure to give notice; provided, however, that the subordinations and relative priorities set forth herein are expressly conditioned upon the due and proper perfection, recordation, and the nonavoidability by a bankruptcy trustee, of any mortgage interest which have been accorded priority pursuant hereto; and provided, further, however, that if any mortgage interest to which any other interest has been subordinated pursuant hereto is not now perfected or recorded, or hereafter ceases to be perfected or recorded, or is avoidable by a bankruptcy trustee for any reason, then, the subordination specified herein with respect to such interests shall, to the extent not perfected, recorded, or avoidable, as the case may be, not be effective.

The relative priorities of any interests which are not established, altered, or specified herein shall exist and continue in accordance with the applicable provisions of law.

2. Contesting Liens or Security Interest: Neither Colonial nor SouthTrust shall contest the validity, perfection, priority or enforceability of any lien or mortgage granted to the other by the Borrower. Colonial and SouthTrust hereby agree to cooperate in the defense of any action contesting the validity, perfection, priority or enforceability of such liens or mortgage.

3. Additional Loans or Advances: Colonial or SouthTrust, at any time and from time to time, may enter into such agreement or agreements with Borrower as it may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of the Borrower's obligations or debts to Colonial and/or SouthTrust or affecting the security or property underlying any or all of such obligations or debt, or may exchange, sell, release, surrender or otherwise deal with any such security or property, without in any way impairing or affecting this agreement thereby.

4. Credit Investigations: Neither Colonial nor SouthTrust, nor any of their respective directors, officers, agents or employees shall be responsible to the other or to any other person, firm or corporation, for Borrower's solvency, financial condition or ability to repay the Borrower's obligations to Colonial or SouthTrust, or for any statements of Borrower, oral or written, or for the validity, sufficiency or enforceability of the Borrower's obligations to Colonial or SouthTrust, or any liens or security

interest granted by Borrower to Colonial or SouthTrust in connection therewith. Colonial and SouthTrust have each entered into their respective financing agreement with Borrower based upon their own independent investigation and make no warranty or representation to the other nor do they rely upon any representation of the other with respect to matters identified or referred to in this paragraph. Neither Colonial nor SouthTrust nor any of their respective directors, officers, agents or employees shall be responsible to the other or to any other person, firm or corporation for the furnishing or sharing of any statements of, or credit, financial or other materials or data receive from Borrower.

5. Duration: This Agreement shall remain in full force and effect until (a) all obligations of Borrower secured by a mortgage on the property described herein to Colonial on the one hand, or SouthTrust, on the other hand, have been paid and satisfied in full and Colonial, on the one hand, or SouthTrust on the other hand, have terminated and satisfied their mortgages with Borrower or (b) upon the mutual agreement in writing of all parties hereto, whichever is the first to occur.

6. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7. Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS THEREOF, Colonial and SouthTrust have executed this Agreement effective as of the date first above written.

SOUTHTRUST BANK OF ALABAMA (formerly known as BIRMINGHAM TRUST NATIONAL BANK)

By: Stuart W Davis
(Its Commercial Loan Officer)

COLONIAL BANK N.A.

By: James Thompson
(Its Vice President)

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that James Thompson whose name as Vice president of COLONIAL BANK 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 the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and seal of office this 14 day of January, 1993.

W.B. Henry
Notary Public
My Commission Expires: 2/14/93

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Steven W. Davis, whose name as ^{Commercial} ~~loan officer~~ ^{President} of SOUTHTRUST BANK OF ALABAMA, N.A., 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 the instrument, he as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal of office this 14th day of January, 1993.

Mark B. Emery
Notary Public
My Commission Expires: My Commission Expires Sept. 4, 1995

THIS INSTRUMENT PREPARED BY AND AFTER
RECORDATION SHOULD BE RETURNED TO
William B. Hairston, Jr.
Engel Hairston and Johanson P.C.
P.O. Box 370027
Birmingham, Alabama 35237
(205) 328-4600

EXHIBIT "A"

Containing legal description of premises to be attached to Mortgage from William Bew White, III to Colonial Bank and to Subordination Agreements relating thereto.

PARCEL I:

Description of the Northerly Part of Lot 6-B, according to a Resurvey of Ralph Tulley Industrial Park as recorded in Map Book 6, page 89 in the Probate Office of Shelby County, Alabama, being more particularly described as follows: Begin at the most northerly corner of said Lot 6-B, and run in an easterly direction along the Northerly line of Lot 6-B, for a distance of 80 feet; thence turn an angle to the right of $54^{\circ} 26' 50''$ and run in a southeasterly direction along the Northeasterly line of 6-B for a distance of 242.25 feet, thence turn an angle to the left of $1^{\circ} 52' 30''$ and continue along northeasterly line of Lot 6-B in a southeasterly direction for a distance of 50 feet; thence turn an angle to the right of $117^{\circ} 21' 07''$ and run in a southwesterly direction for a distance of 69.85 feet; thence turn an angle to the right of $17^{\circ} 35' 53''$ and run in a northwesterly direction along the common lot line between Lot 2-A and Lot 6-B, of said survey for a distance of 154.85 feet; thence turn an angle to the right of $75^{\circ} 15' 50''$ and run in a northwesterly direction along the Westerly lot line of said Lot 6-B for a distance of 230.57 feet to the point of beginning.

PARCEL II:

Lot 5-B, according to a Resurvey of Ralph Tulley Industrial Park as recorded in Map Book 6, page 89, in the Probate Office of Shelby County, Alabama, but not including the following portion of Lot 5-B;

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a Westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of $70^{\circ} 22' 42''$ and run in a northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of $71^{\circ} 57' 40''$ and run in a westerly direction along the North line of Lot 5-B, of a resurvey of Ralph Tulley Industrial Park, as recorded in Map Book 10, page 89 in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 34.64 feet to the point of beginning. From the point of beginning thus obtained, thence continue along last described course for a distance of 167.31 feet; thence turn an angle to the left of $110^{\circ} 17' 20''$ and run in a southeasterly direction for a distance of 43.59 feet; thence turn an angle to the left of $84^{\circ} 45'$ and run in a northeasterly direction for a distance of 157.59 feet to the point of beginning.

Continued. . .

PARCEL III:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70° 22' 42" and run in a northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet to the Northeast corner of Lot 5-B of a resurvey of Ralph Tulley Industrial Park, as recorded in Map Book 10, page 89 in the Office of the Judge of Probate, Shelby County, Alabama, said point being the point of beginning. From the point of beginning thus obtained, thence continue along the last described course for a distance of 9.0 feet; thence turn an angle to the left of 87° 00' and run in a southwesterly direction for a distance of 32.98 feet to a point on the North line of said Lot 5-B, thence turn an angle to the left of 164° 57' 40" and run in an easterly direction along the North line of said Lot 5-B for a distance of 34.64 feet to the point of beginning.

PARCEL IV:

Commence at the Southeast corner of the Northeast One-Quarter of the Northeast One-Quarter of Section 23, Township 20 South, Range 3 West; run thence in a westerly direction along the South line of said Quarter-Quarter Section for a distance of 812.44 feet; thence turn an angle to the right of 70° 22' 42" and run in a northwesterly direction along the Southwesterly right of way line of a public road for a distance of 462.84 feet; thence turn an angle to the left of 71° 57' 40" and run in a westerly direction along the North line of Lot 5-B of resurvey of Ralph Tulley Industrial Park, as recorded in Map Book 10, page 89 in the Office of the Judge of Probate, Shelby County, Alabama, for a distance of 201.95 feet to the point of beginning. From the point of beginning thus obtained, thence turn an angle to the right of 69° 42' 40" and run in a northwesterly direction for a distance of 55.85 feet to a point on the Southeasterly right of way line of the Helena Highway, thence turn an angle to the left of 96° 06' 28" and run in a Southwesterly direction along the Southeasterly right of way line of Helena Highway for a distance of 102.23 feet to the point of beginning of a curve to the right, said curve having a central angle of 1° 24' 40" and a radius of 649.66 feet; thence run along the arc of said curve to the right, continuing in a Southwesterly direction along the Southeasterly right of way line of the Helena Highway for a distance of 16.0 feet to the Northwest corner of Lot 6-B of a resurvey of Ralph Tulley Industrial Park, as recorded in Map Book 10, page 89 in the Probate Office of the Judge of Probate, Shelby County, Alabama; thence run in an easterly direction along the North lines of Lot 6-B and 5-B, of said resurvey for a distance of 125.35 feet to the point of beginning.

William Bew White
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Exhibit "A"

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