

SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of June 28, 1994 (hereinafter the "Agreement") and is by and among **FIRST FEDERAL OF ALABAMA, FSB** (hereinafter "Bank") and **SMALL BUSINESS ADMINISTRATION**, an agency of the United States Government (hereinafter "SBA").

WHEREAS, Richard L. DeShazo and Richard L. DeShazo, as Trustee under Declaration of Trust dated 8-29-89 and **DESHAZO CRANE CO., INC.** (hereinafter "Debtor") is currently indebted to SBA, and such indebtedness is secured in part by a mortgage, dated October 24, 1990 and recorded at Volume 315, at page 625 et seq. in the Office of the Judge of Probate of Shelby County, Alabama, and an Assignment of Lease and Rents recorded at Volume 315 at Page 633 (hereinafter collectively "SBA Mortgage") of and concerning a portion of the property described on Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter "Property"). The SBA Mortgage was assigned to the SBA by an Assignment of Note and Security recorded at Volume 315, at page 640, in the Office of the Judge of Probate of Shelby County, Alabama.

WHEREAS, Debtor is on this date indebted to Bank. Such indebtedness is secured by a mortgage (hereinafter "Bank Mortgage"), dated this date, of and concerning the Property. The Bank Mortgage will be recorded contemporaneously herewith.

WHEREAS, \$380,125.38 of the proceeds of the loan evidenced by the Bank Mortgage was used to pay in full the obligation of Debtor to **HIGHLAND BANK**, which was secured by a mortgage dated December 22, 1989, and recorded at Volume 271 at page 803 et seq. in the Office of the Judge of Probate of Shelby County, Alabama, and amended by Amendments recorded at Volume 305 at page 661, and Volume 315, at page 614 (hereinafter "Highland Mortgage").

NOW THEREFORE in consideration of Bank making a loan to Debtor, a portion of the proceeds from which will be used to pay the Highland Mortgage, and other good and valuable 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) the Bank Mortgage to the extent of \$380,125.38 shall have priority over the SBA Mortgage; and (b) the SBA Mortgage shall be and at all times remain, subject, inferior, and subordinate to the extent of \$380,125.38 of the Bank Mortgage, and superior to the Bank Mortgage to the extent of any balance evidenced by the Bank Mortgage in excess of \$380,125.38.

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. Notice upon Foreclosure or Default: In the event of a

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default in Debtor's obligations to Bank, the Bank Mortgage, then Bank will endeavor to give to SBA, notice of such default within thirty (30) days from such default having occurred, if same has not been cured by the Debtor during such period. In the event Bank elects to foreclose either the Bank Mortgage, then Bank shall give to SBA notice of such foreclosure sale sixty (60) days prior to its occurrence.

3. 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, Bank and SBA have executed this Agreement effective as of the date first above written.

BANK:

FIRST FEDERAL OF ALABAMA, FSB

By: [Signature]
Kevin Kilpatrick (Its City President)

SBA

SMALL BUSINESS ADMINISTRATION

By: [Signature]
Erskine L. Valrie
(Its Acting Chief P.M.D.)

DEBTOR'S ACCEPTANCE

Debtor hereby acknowledges receipt of, notice of, consents to, and agrees to be bound by the terms and provisions of the within and foregoing Subordination Agreement as they relate to the relative rights and priorities of Bank and SBA; provided, however, that nothing in the foregoing Subordination Agreement shall amend, modify, change or supersede the respective terms of the documentation and agreements between Debtor and Bank, SBA, or the assignee to SBA.

DEBTOR:

[Signature]
Richard L. DeShazo
[Signature]
Richard L. DeShazo, as Trustee under
Declaration of Trust dated 8-29-89

DESHAZO CRANE CO., INC.

By: [Signature]
Richard L. DeShazo (Its President)

[ACKNOWLEDGEMENTS ON NEXT PAGE]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT OF BANK

I, the undersigned Notary Public in and for said County in said State, hereby certify that Kevin Kilpatrick, whose name as City President of **FIRST FEDERAL OF ALABAMA, FSB** 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 28th day of June, 1994.


Notary Public

My Commission Expires: 6/7/95

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGEMENT OF SBA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Erskine L. Valrie whose name as Acting Chief, P.M.D. of **The SMALL BUSINESS ADMINISTRATION**, a agency of the United States Government, 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 Small Business Administration.

Given under my hand and seal of office this 28 day of June, 1994.


Notary Public

My Commission Expires: 6/7/95

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

ACKNOWLEDGMENT OF DEBTOR

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name 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 such instrument, he executed the same voluntarily.

Given under my hand and seal this 28th day of June, 1994.

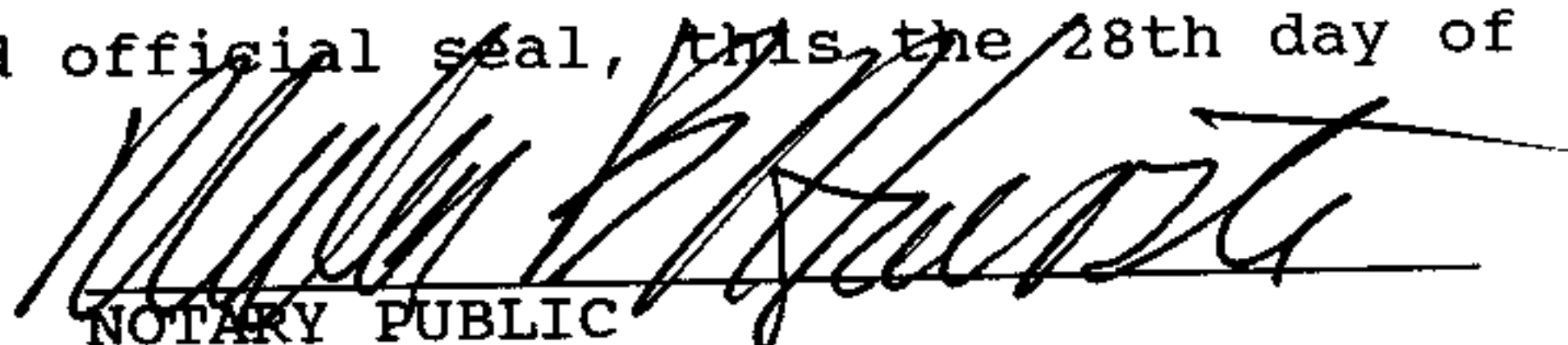

NOTARY PUBLIC

My Commission expires: 6/7/95

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name as Trustee under Declaration of Trust dated 8-29-89, a trust, 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 trustee, and with full authority, executed the same voluntarily, as an act of said trust, acting in his capacity as aforesaid.

Given under my hand and official seal, this the 28th day of June, 1994.



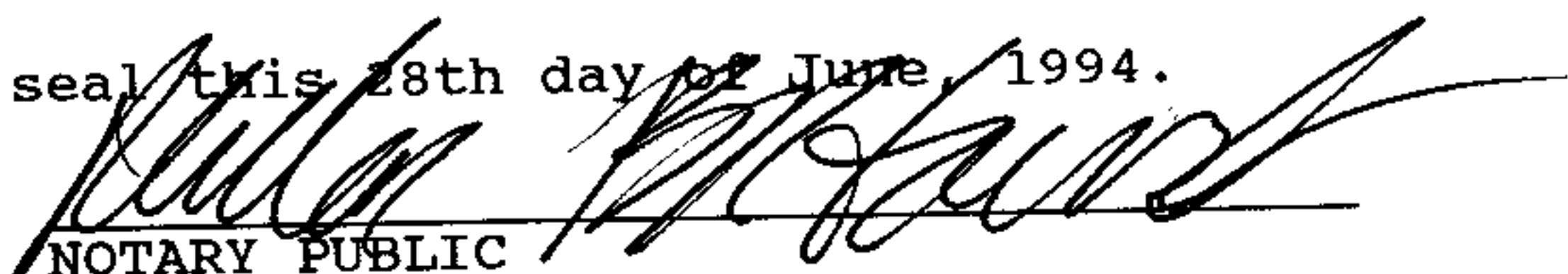
NOTARY PUBLIC

My Commission Expires: 6/7/95

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Richard L. DeShazo, whose name as President of DESHAZO CRANE CO., INC., a 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 such 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 this 28th day of June, 1994.



NOTARY PUBLIC

My Commission expires: 6/7/95

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

EXHIBIT "A"

TO

ASSIGNMENT OF LEASE
ASSIGNMENT OF SUB-LEASE
SUBORDINATION AGREEMENT
LOAN AND SECURITY AGREEMENT
HAZARDOUS SUBSTANCES INDEMNIFICATION AND WARRANTY AGREEMENT
MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, AND SECURITY AGREEMENT

Borrower: RICHARD L. DESHAZO and RICHARD L. DESHAZO, AS TRUSTEE
UNDER DECLARATION OF TRUST DATED 8-29-89

Lender: FIRST FEDERAL OF ALABAMA, FSB

A part of the NE 1/4 of the SE 1/4 and the NW 1/4 of the SE 1/4 of
Section 18, Township 21 South, Range 2 West, Shelby County,
Alabama, more particularly described as follows:

Commence at the Southwest corner of the SE 1/4 of the SE
1/4 of Section 18, Township 21 South, Range 2 West,
Shelby County, Alabama and run thence Northerly along the
West line of said SE 1/4 of the SE 1/4 and the West line
of the NE 1/4 of the SE 1/4 a distance of 1,458.55 feet
to the point of beginning of the property being
described; thence turn 92 degrees 25 minutes 00 seconds
left and run Westerly 647.19 feet to a point; thence turn
91 degrees 11 minutes 34 seconds right and run Northerly
818.28 feet to a point; thence turn 94 degrees 03 minutes
57 seconds right and run Easterly 65.40 feet to a point;
thence turn 00 degrees 02 minutes 05 seconds left and
continue Easterly 440.00 feet to a point; thence turn 90
degrees 00 minutes 00 seconds left and run Northerly
249.00 feet to a point; thence turn 90 degrees 00 minutes
00 seconds right and run Easterly 209.60 feet to a point
on the Westerly right of way line of the Louisville and
Nashville Railroad Track; thence turn 63 degrees 06
minutes 30 seconds right and run Southeasterly along said
right of way line a distance of 1,123.96 feet to a point;
thence turn 116 degrees 27 minutes 55 seconds right and
run Westerly a distance of 521.36 feet to the point of
beginning

Situated in Shelby County, Alabama

Subject to: i) taxes and assessments for the year 1994, a lien but not yet
payable; ii) mineral and mining rights incident thereto and Release of
Damages recorded in Volume 352 page 805 in the Probate Office of Shelby
County, Alabama; iii) right of way to Shelby County recorded in Volume 244,
page 129, and Volume 239, page 237, in said Probate Office; and iv)
restriction appearing of record in Instrument 1994-20029 and in Real 255
page 334 in said Probate Office

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