
SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into by and between **HIGHLAND BANK** (the "Lender") and **Bradford Building Company, Inc.** (the "Contractor") as of the 23rd day of May, 1995

WITNESSETH:

WHEREAS, the Lender has agreed to make a loan (the "Loan") to **Shelley Stewart and Doris Stewart** (the "Borrower") on the condition that, among other things, Contractor subordinate all liens of any nature whatsoever heretofore or hereafter arising or to which the Contractor may be entitled, including, without limitation, mechanics and materialsman's liens (collectively the "Liens") to all liens and rights of the Lender under all agreements and documents (the "Loan Documents") relating to the Loan, including, without limitation, that certain Future Advance Mortgage and Security Agreement (the "Mortgage") granted or to be granted by Borrower in favor of the Lender; and

WHEREAS, the Contractor has agreed to subordinate the Liens and all of its right, title, and interest in and to the property described in EXHIBIT A to the liens and rights of the Lender.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lender to make the Loan, the Contractor represents, warrants, covenants, and agrees as follows:

1. The Liens and all of the Contractor's right, title, and interest in the property described in EXHIBIT A and in the Mortgaged Property as defined in the Mortgage shall at all times be subject and subordinate in all respects to the liens and rights of the Lender under the Loan Documents, including, without limitation, liens and rights under the Mortgage, and to all renewals, replacements, consolidations, modifications, assignments, and extensions thereof.

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

CONTRACTOR:
BRADFORD BUILDING COMPANY, INC.

By: Daniel A. Shumard
Its: As its President
RE-1866

LENDER:
HIGHLAND BANK

By: Raymond W. Smith
Its: Vice President

05/31/1995-14059
08:40 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
003 MCD 13.50

Inst # 1995-14059

STATE OF ALABAMA

COUNTY OF Jefferson

I, a Notary Public in and for said County, in said State, hereby certify that David A. Sherrud whose name as the President of **BRADFORD BUILDING COMPANY, INC.**, is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 23rd day of May, 1995.

Beverly A. Waul
Notary PublicMy Commission Expires: 7/26/95

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, a Notary Public in and for said County, in said State, hereby certify that Raymond W. Scott whose name as the Vice President of **HIGHLAND BANK**, is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 23rd day of May, 1995.

Beverly A. Waul
Notary PublicMy Commission Expires: 7/26/95

EXHIBIT A

A parcel of land situated in a portion of the E-½ of the NE-¼ of the NE-¼ of Section 21, Township 18 South, Range 1 East, Shelby County, Alabama, being more particularly described as follows:

From the Northeast corner of Section 21, Township 18 South, Range 1 East, run westerly along the north section line for 467.27 feet to the point of beginning; thence continue westerly along said section line for 193.00 feet; thence run southerly deflecting 92°24'30" left for 1,195.78 feet to the north right of way line of Bear Creek Road (Shelby County Road 43); thence run northeasterly along said right of way line deflecting 122°14' left to the chord of curve having a central angle of 04°37'30" a radius of 2,825.00 feet for a curve distance of 228.02 feet; thence run northerly deflecting 57°46' left from the chord for 1,066.08 feet to the point of beginning.

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