

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION AGREEMENT

THIS AGREEMENT is effective this 5th day of December, 1995 (hereinafter the "Agreement") and is by and among **COLONIAL BANK** (hereinafter "Bank") and **THE MONEY STORE INVESTMENT CORPORATION** (hereinafter "Subordinate Mortgagee").

WHEREAS, **DRAKOS FAMILY PARTNERSHIP**, an Alabama General Partnership (hereinafter "Borrower") is currently indebted to Subordinate Mortgagee. Such indebtedness is secured by the following (hereinafter collectively referred to as the "Subordinate Mortgages"), which pertain to the property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"), to wit:

- i) Mortgage from Borrower to Subordinate Mortgagee pertaining to Parcel II of the Property and which is recorded as Instrument 1994-32568 in the Office of the Judge of Probate of Shelby County, Alabama;
- ii) Mortgage from Borrower to Subordinate Mortgagee pertaining to Parcel III of the Property and which is recorded as Instrument 1994-32567 in the Office of the Judge of Probate of Shelby County, Alabama; and
- iii) Assignment of Leases and Rents from Borrower to Subordinate Mortgagee pertaining to Parcel II and III, and which is recorded as Instrument 9412-8322 in the Office of the Judge of Probate of Jefferson County, Alabama.

WHEREAS Borrower has requested Bank to make loan or advances to Borrower in the amount of \$90,000.00 and Bank has agreed to make such loans, provided, among other things that Borrower gives and grants to Bank a first mortgage on the Property (hereinafter "Bank Mortgage"), and that Subordinate Mortgagee enter into this Agreement and subordinates its rights under the Subordinate Mortgages to the rights of Bank under the Bank Mortgage. The Bank Mortgage will be filed contemporaneously herewith.

WHEREAS Subordinate Mortgagee has agreed to enter into this Agreement.

WHEREAS contemporaneously herewith, Borrower has executed and delivered to Bank the Bank Mortgage, and Bank has made a loan to Borrower.

NOW THEREFORE in consideration of \$10.00, Bank making loans to Borrower, 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 shall have

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priority over the Subordinate Mortgages; and (b) the Subordinate Mortgages shall be and at all times remain, subject, inferior, and subordinate to the Bank 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 has 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 Bank nor Subordinate Mortgagee shall contest the validity, perfection, priority or enforceability of any lien or mortgage granted to the other.

3. Modification of Loans: Bank or Subordinate Mortgagee at any time and from time to time, may enter into such agreement or agreements with Borrower as they may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of Borrower's obligations or debts to Bank and/or Subordinate Mortgagee 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, provided however, that in the event Bank increases the principal amount of its loan to Borrower, Bank Mortgage securing such increased amount will be subordinate to Subordinate Mortgages.

4. Credit Investigations: Neither Bank nor Subordinate Mortgagee, 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 their obligations to Bank or Subordinate Mortgagee, or for any statements of Borrower, oral or written, or for the validity, sufficiency or enforceability of the Borrower's obligations to Bank or Subordinate Mortgagee, or any liens or security interest granted by Borrower to Bank or Subordinate Mortgagee in connection therewith. Bank and Subordinate Mortgagee 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 Bank

nor Subordinate Mortgagee 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 received from Borrower.

5. Waiver of Marshalling: Bank and Subordinate Mortgagee waives all rights as to marshalling in regards to the Property and each other.

6. Duration: This Agreement shall remain in full force and effect until (i) all obligations of Borrower to Bank on the one hand, or Subordinate Mortgagee, on the other hand, have been paid and satisfied in full and Bank, on the one hand, or Subordinate Mortgagee on the other hand, have terminated and satisfied their mortgages with Borrower or (ii) upon the mutual agreement in writing of all parties hereto, whichever is the first to occur.

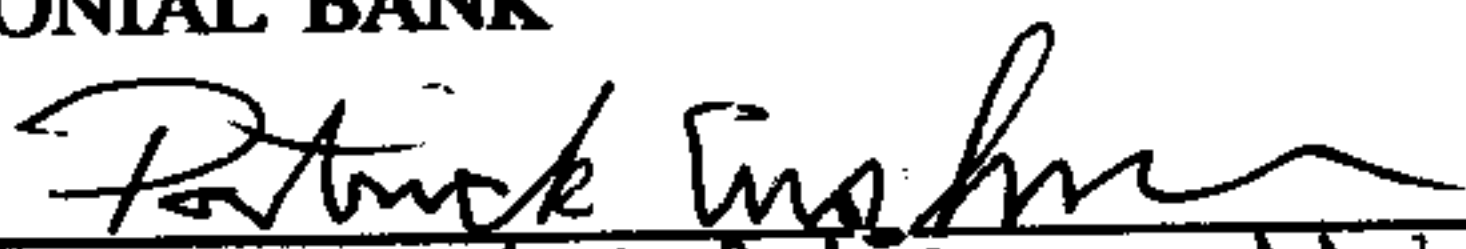
7. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

8. 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 Subordinate Mortgagee have executed this Agreement effective as of the date first above written.


BANK:

COLONIAL BANK

By: 
(Its Real Estate Loan Officer)

SUBORDINATE
MORTGAGEE:

THE MONEY STORE INVESTMENT CORPORATION

By: 
(Its Lynn Matsuda, VP)


[BORROWER'S ACCEPTANCE AND ACKNOWLEDGEMENT ON NEXT PAGES]

BORROWER'S ACCEPTANCE

Borrower 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 Subordinate Mortgagee; provided, however, that nothing in the foregoing Subordination Agreement shall amend, modify, change or supersede the respective terms of the documentation and agreements between Borrower, Bank, and Subordinate Mortgagee.

BORROWER:

DRAKOS FAMILY PARTNERSHIP, an Alabama General Partnership

By: 
George A. Drakos (Its General Partner)

By: 
Nancy K. Drakos (Its General Partner)

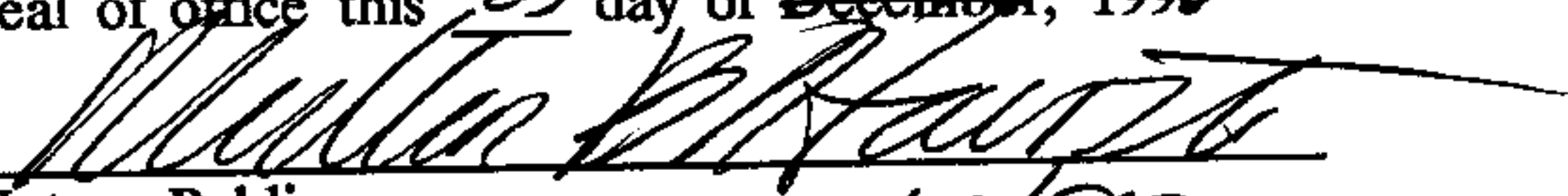
By: 
Kiki Drakos Kartos (Its General Partner)

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 Patrick Cushmon, whose name as Commercial Real Estate Loan Officer 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/she, 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 23 day of January, 1998


Notary Public
My Commission Expires: 6/7/99

STATE OF _____
COUNTY OF _____

ACKNOWLEDGEMENT OF SUBORDINATE MORTGAGEE

I, the undersigned Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of THE MONEY STORE INVESTMENT 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 the instrument, he/she, 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 _____ day of December, 1995

SEE ATTACHED

Notary Public

My Commission Expires: _____

STATE OF ALABAMA
JEFFERSON COUNTY

ACKNOWLEDGEMENT OF BORROWER

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that George A. Drakos, Nancy K. Drakos, and Kiki Drakos Kartos, whose name as General Partners of DRAKOS FAMILY PARTNERSHIP, an Alabama General Partnership, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they, as such general partners, and with full authority, executed the same voluntarily, as an act of said partnership, acting in their capacity as aforesaid.

Given under my hand and official seal, this the ~~23~~ ^{January} day of December, 1995

[Signature]
NOTARY PUBLIC
My Commission Expires: 6/1/99

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF California
COUNTY OF Sacramento

On December 5, 1995 before me, Denise L. Bastian notary public personally appeared Lynn Matsuda, VP

XX personally known to me - OR

— proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Denise L. Bastian
Notary Public



Notarial Seal

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

___ INDIVIDUAL

Subordination Agreement

Title or Type of Document

___ CORPORATE OFFICER

5

Number of Pages

Title(s)

___ PARTNERS ___ LIMITED

December 5, 1995

Date of Document

___ GENERAL
___ ATTORNEY-IN-FACT

___ TRUSTEE(S)

___ GUARDIAN/CONSERVATOR

___ OTHER: _____

Signer(s) other than named above

SIGNER IS REPRESENTING:

Name of Person(s) or Entity(ies)

EXHIBIT "A"

TO

SUBORDINATION AGREEMENT

BORROWER: DRAKOS FAMILY PARTNERSHIP
BANK: COLONIAL BANK
SUBORDINATE MORTGAGEE: THE MONEY STORE INVESTMENT CORPORATION

Parcel II:

From the Southeast corner of the Southwest Quarter of Southeast Quarter, Section 28, Township 19 South, Range 2 East, run North along the East line of said Quarter-Quarter Section a distance of 1,090.97 feet; thence left 86 degrees 03 minutes a distance of 352.39 feet to the point of beginning; thence continue in a straight line 157.15 feet to a point on the East right of way line of U.S. Highway No. 231; thence run 116 degrees 24 minutes a distance of 208.70 feet along the right of way line of said highway; thence right 63 degrees 36 minutes a distance of 157.15 feet; thence right 116 degrees 24 minutes a distance of 208.70 feet to the point of beginning herein described. Situated in Shelby County, Alabama.

Parcel III:

From the southeast corner of the southwest quarter of the southeast quarter, Section 28, Township 19 South, Range 2 East, run north along the east line of said quarter-quarter Section a distance of 1,090.27 feet; thence left 86 degrees 03 minutes a distance of 195.24 feet to a point; thence right 110 degrees 0 minutes and run 156 feet to the point of beginning of the property herein conveyed; thence turn 180 degrees and run 156 feet to a point on the north line of property owned by Joseph S Bruno by Deed Book 319, page 940; thence right 70 degrees and run 184.95 feet along said Joseph S. Bruno property and along the north line of the Jack C. Mitchell property by Deed Book 302, page 392 to a point; thence right 116 degrees 24 minutes and run 208.70 feet to a point; thence run in a southeasterly direction a distance of 154 feet, more or less, to the point of beginning; being situated in Shelby County, Alabama.

ALSO a 25 foot easement over and across the following described property; from the southeast corner of the southwest quarter of southeast quarter, Section 28, Township 19 South, Range 2 East, run north along the east line of said quarter-quarter Section a distance of 1,090.27 feet; thence left 86 degrees 03 minutes a distance of 352.39 feet to the point of beginning of the easement herein conveyed; thence continue along last described course a distance of 157.15 feet to a point on the east right of way of U.S. Highway 231; thence turn right 116 degrees 24 minutes and run 25 feet along the east right of way line of U.S. Highway No. 231; thence turn right 63 degrees 36 minutes and run 157.15 feet to a point; thence turn right 116 degrees 24 minutes for 25 feet to the point of beginning of the easement herein conveyed.

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Exa 1/2/96 11:40am

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