

**CONSENT OF CONTRACTOR TO ASSIGNMENT
OF CONSTRUCTION CONTRACT
(WITH SUBORDINATION PROVISION)**

The undersigned, **BAIRD CONTRACTING CO., INC.**, a corporation, as Contractor (the "Contractor") understands that **SOUTH GRANDE VIEW DEVELOPMENT CO., INC.**, an Alabama corporation (the "Borrower") has assigned or will assign to **COMPASS BANK** as Lender (the "Lender") all right, title and interest of Borrower in, to and under Borrower's contract with Contractor dated January 8, 1996, (the "Construction Contract"), executed in connection with the project which is the subject of the Construction Contract relating to property described on Exhibit A (the "Property") which assignment has been or will be made as security for a loan or proposed loan in the amount of **FOUR HUNDRED NINETY EIGHT THOUSAND SIX HUNDRED & NO/100 DOLLARS (\$498,600.00)** from Lender to Borrower (the "Loan").

In order to induce Lender to enter into the loan transaction or to make an advance thereunder, the Contractor does hereby:

(a) Consent to and acquiesce in the assignment of the Construction Contract and agree that Contractor will not modify or extend the scope of the Construction Contract without the written consent of Lender, except that Contractor may agree to change orders totalling, in the aggregate, the sum of \$5,000.00 over the initial contract price of \$ 165,000;

(b) Agree with Lender to perform its work under the Contract in a good, substantial, workmanlike and timely manner in accordance with the Construction Contract, and in accordance with plans and specifications described in the Contract;

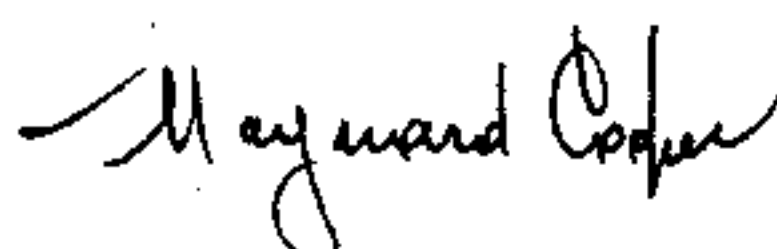
(c) Agree with Lender that, if a default or an event of default occurs under the instruments evidencing and securing the Loan and in the event Lender elects to assert its rights hereunder: (i) Lender shall have the right, but not the obligation, to enforce Borrower's rights under the Construction Contract; (ii) the Contractor will not charge or contract any additional costs so long as the work called for by Lender is within the scope of the Construction Contract; and (iii) if requested to do so by Lender, and provided the Contractor is paid the amounts due the Contractor under the Construction Contract, the Contractor will fully and completely perform its duties and obligations under the Construction Contract for Lender without regard for whether it might be required to do the same for Borrower; and

(d) Agree and warrant that any and all liens, claims of lien and rights of lien against the Property and the improvements to be constructed thereon, which the Contractor has or may have on account of labor or services performed or rendered or to be performed or rendered, or materials supplied or furnished or to be supplied or furnished by the Contractor, are and shall be at all times subordinate and inferior to the security interest, lien and title granted to Lender under the Mortgage (the "Mortgage"), executed or to be executed by Borrower in favor of

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Lender and recorded or to be recorded in the real estate records of Shelby County, Alabama, and Loan Documents (as defined in the Mortgage) related thereto. The Mortgage secures a loan evidenced by that certain Promissory Note (Construction Loan Master Note) in the principal amount of \$498,600, bearing interest at one percentage point (1%) in excess of Compass Bank Prime from time to time prevailing at Lender, having a maturity date of June 1, 1997 and the proceeds of which are to be used to develop the Property; and

(d) Agree and warrant that any and all liens, claims of lien and rights of lien against the Property and the improvements to be constructed thereon, which the Contractor has or may have on account of labor or services performed or rendered or to be performed or rendered, or materials supplied or furnished or to be supplied or furnished by the Contractor, are and shall be at all times subordinate and inferior to the security interest, lien and title granted to Lender under the Second Mortgage (the "Second Mortgage"), executed or to be executed by Borrower in favor of Lender and recorded or to be recorded in the real estate records of Shelby County, Alabama. The Second Mortgage secures a loan evidenced by that certain Promissory Note (Loan Master Note) in the principal amount of \$100,000, bearing interest at one percentage point (1%) in excess of Compass Bank Prime from time to time prevailing at Lender, due on demand and the proceeds of which are to be used to provide Borrower with an interest reserve for the payment of interest on various loans from Lender to Borrower; and

(e) Agree, to the extent of the interest of Lender, its successors and assigns, arising out of the Loan, to indemnify and hold Lender, its successors and assigns harmless from any and all claims, suits or actions, liens or claim of, or right to, liens by any subcontractor or employee of Contractor, relating to mechanics' or materialmen's liens which would have priority over the claim, lien or interest of Lender, its successors and assigns.

This Consent will not inure to or otherwise benefit any third party except the successors and assigns of Lender and the title insurance company providing title insurance on the Property.

Contractor agrees that Lender has no obligation to Contractor with respect to the Loan or any advance thereunder, and that Lender's obligations to Borrower with respect thereto are as, or will be, set forth in certain Loan Documents between Lender and Borrower when and if the Loan is closed, with respect to which Contractor is not a third party beneficiary. The relationship of Lender to Borrower is one of a creditor to a debtor and Lender is not a joint venturer or partner of Borrower.

It is expressly agreed that nothing herein shall impose upon Lender any obligation for payment or performance in favor of Contractor unless Lender notifies the Contractor in writing, after a default by Borrower, that Lender elects to assert Borrower's rights under the Construction Contract and that Lender agrees to pay Contractor sums due Contractor thereunder.

IN WITNESS WHEREOF, Contractor has caused this Consent to be duly executed and delivered to Lender as of the 2 day of May, 1996.

BAIRD CONTRACTING CO., INC.

BY: 

Its: 

President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned, Notary Public in and for said County in said State, hereby certify that John D. Baird, whose name as President of **BAIRD CONTRACTING 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 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 this the 2nd day of MAY, 1996.

(SEAL)

Francis Diane Melanson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 3-10-97

Instrument prepared by:

Gregory L. Doody
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue, Suite 2400
Birmingham, Alabama 35203

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