PRIOR LIENHOLDER'S AGREEMENT

This PRIOR LIENHOLDER'S AGREEMENT is by and between AMSOUTH BANK (the "Prior Lienholder") and SOUTHERN DEVELOPMENT COUNCIL, INC. (hereinafter along with its successors and assigns, the "CDC").

RECITALS

WHEREAS, GHOLAMABBAS ASCARZADEH (also known as G. H. ASCARZADEH) and G. H. ASCARZADEH, P.C. (doing business as ABBA'S FAMILY DENTISTRY) (the "Borrower") is the owner of the real estate described on the attached Exhibit A (the "Real Estate"). Prior Lienholder has made a loan in the original principal amount of $339,750.00 (the "Prior Loan"). The Prior Loan is secured by a first Mortgage dated April 17, 1998 and recorded as Instrument No. 1998-14169 in the Office of the Judge of Probate of Shelby County, Alabama (the "Prior Mortgage"). The Prior Loan is further secured by a security interest in the equipment and machinery (the "Equipment") owned by Borrower (the "Security Interest").

WHEREAS, CDC has agreed to make a loan in the amount of $158,000.00 (the "504 Loan") to Borrower. The 504 Loan will be secured by a mortgage (the "504 Mortgage") to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, contemporaneously with this agreement, and a security interest in the Equipment.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Balance of the Prior Loan. Following the funding of the 504 Loan, Prior Lienholder will receive $151,000.00 from CDC in accordance with instruction given to CDC by Borrower. Such $151,000.00 will reduce the note secured by the Prior Mortgage, and Security Interest, and and the principal balance of the Prior Loan will upon such reduction be no more than $188,750.00, and will be the only obligation superior to Borrower's obligations to CDC which are secured by the Mortgage, and the Security Interest.

2. Subordination of Future Advances, Prepayment Fees, Late Fees, and Increased Post-Default Interest Fees. Except for liens arising from advances under the Prior Mortgage or Security Interest intended to preserve the Real Estate or Equipment and made pursuant to the Prior Mortgage or Security Interest, any lien securing any sum advanced to Borrower by Prior Lienholder after the date of this Agreement, any prepayment fees, any late fees, and any increased post-default interest fees will be subordinate to the lien created by the 504 Mortgage and the security interest in favor of CDC in the Equipment.

3. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Prior Mortgage or any document evidencing the Prior Loan contains any provision prohibiting Borrower from further encumbering the Real Estate, Prior Lienholder waives its right to enforce any such provision as it might apply to the lien arising from the 504 Mortgage securing or any

document evidencing the 504 Loan.

4. <u>Notice of Default Under the Prior Loan.</u> If an event of default occurs under the Prior Mortgage or any document evidencing the Prior Loan, Prior Lienholder will give CDC and the U.S. Small Business Administration (the SBA) written notice of the event of default within thirty (30) days after the occurrence of the event of default. After an event of default, Prior Lienholder will not sell all or any portion of the Real Estate without giving CDC and the SBA at least sixty (60) days' prior written notice of its intent to sell the Real Estate or any portion thereof. Notice under this Section shall be deemed to have been given when sent by certified or registered mail, return receipt requested, addressed, as the case may be, to CDC, SOUTHERN DEVELOPMENT COUNCIL, INC. at 4101-C Wall Street, Montgomery, Alabama, 36106, and to the SBA at its Birmingham District Office, Suite 200, 2121 Eighth Avenue North, Birmingham, Alabama 35203-2398, Attention: District Counsel.

5. <u>Successors and Assigns.</u> This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this _8_ day of October, 1998.

AMSOUTH BANK

By _____

(Its _Vice President_)

ACKNOWLEDGED AND CONSENTED TO:

GHOLAMABBAS ASCARZADEH (also known as G. H. ASCARZADEH)

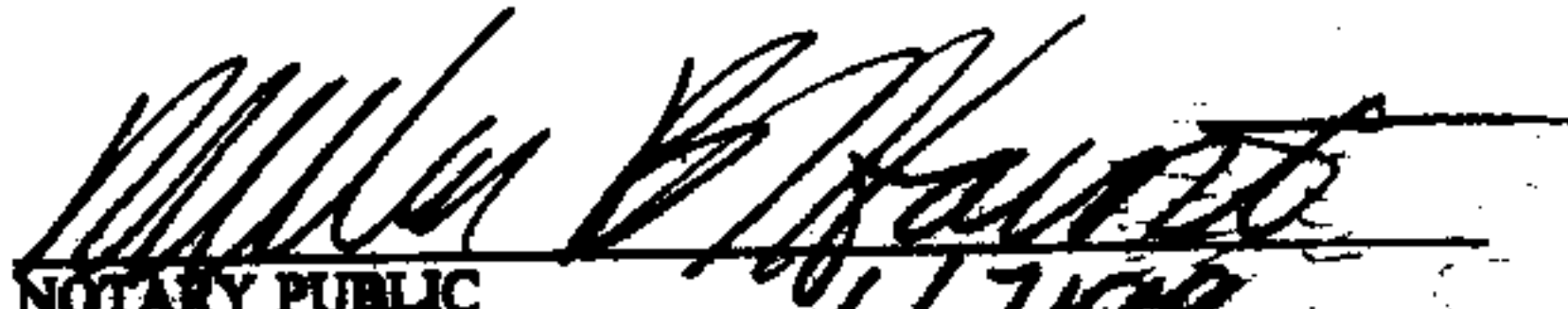G. H. ASCARZADEH, P.C. (doing business as ABBA'S FAMILY DENTISTRY)

By: _____

G. H. Ascarzadeh (Its President)

EXHIBIT "A"

STATE OF ALABAMA)
JEFFERSON COUNTY)

   I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that
W. Bud Weatherly , whose name as _Vice President_ of AMSOUTH BANK, 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 said instrument, he/she, as such officer, and with full authority, executed the same
voluntarily, as an act of said corporation, acting in his/her capacity as aforesaid.

   Given under my hand and official seal, this the _6_ day of October, 1998.

NOTARY PUBLIC
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
William B. Hairston III
ENGEL HAIRSTON & JOHANSON, P.C.
4th Floor 109 North 20th Street
P.O. Box 370027
Birmingham, Alabama, 35237-0027
(205) 328-4600

EXHIBIT "A"

TO

MORTGAGE
AFFIDAVIT AND AGREEMENT
LESSOR'S AGREEMENT
ASSIGNMENT OF LEASE
FINANCING STATEMENT (UCC-1)
PRIOR LIENHOLDER'S AGREEMENT
ASSIGNMENT OF LEASES AND RENTS
ESTOPPEL CERTIFICATE AND ATTORNMENT AGREEMENT
HAZARDOUS SUBSTANCE INDEMNIFICATION AND WARRANTY AGREEMENT

BORROWER: GHOLAMABBAS ASCARZADEH (also known as G. H. ASCARZADEH) and G. H. ASCARZADEH, P.C. (doing business as ABBA'S FAMILY DENTISTRY)

LENDER: SOUTHERN DEVELOPMENT COUNCIL, INC.

Lots L, M, N, O, Block 16, according to the Survey of Joseph Squires Map of The Town of Helena, Alabama, as recorded in Map Book 3, page 121, in the Probate Office of Shelby County, Alabama.

Ex.a 9/17/98 5:38pm