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STATE OF ALABAMA  
SHELBY COUNTY

**SUBORDINATION AND ATTORNMENT AGREEMENT**

**THIS SUBORDINATION AGREEMENT** from Susan Schein Chevrolet, Inc., an Alabama corporation and Susan Schein Chrysler, Plymouth, Dodge, Inc., an Alabama corporation (collectively, the "Lessor"), to General Motors Acceptance Corporation, a Delaware corporation ("GMAC"), is made and entered into this 25th day of October, 1999.

**WITNESSETH:**

**WHEREAS**, under and pursuant to a lease agreement (the "Lease") effective as of October 25, 1999, the undersigned Lessee has leased from Susan Schein and Lonnie Schein ("Lessor") that certain premises situated in Shelby County, Alabama, and more particularly described in Exhibit "A" attached hereto (the "Premises");

**WHEREAS**, Lessor executed and delivered to GMAC a Real Estate Mortgage and Security Agreement of even date herewith (said mortgage is referred to herein as the "Mortgage") upon the Premises and any and all buildings, improvements, fixtures and equipment situated thereon or forming a part thereof, which Mortgage has been or shall be recorded in the Office of the Judge of Probate of Shelby County, Alabama;

**WHEREAS**, as a condition of the loan secured by the Mortgage, Lessee agreed to subordinate to the lien of said Mortgage all of its right, title and interest arising under or by virtue of the Lease in and to the Premises and any and all buildings, improvements, fixtures and equipment situated thereon or forming a part thereof; and

**WHEREAS**, Lessee has agreed to enter into this Agreement in order to induce GMAC to make said loan to Lessor.

**NOW, THEREFORE**, in consideration of the premises and the sum of ONE HUNDRED DOLLARS (\$100.00) and other valuable considerations this day cash in hand paid, the receipt and sufficiency whereof are hereby acknowledged, and in order to induce GMAC to make the loan to be secured by the Mortgage, the undersigned Lessee does hereby covenant and agree as follows:

1. Lessee has subordinated and does hereby subordinate unto the lien of the Mortgage all of its right, title, interest and claim arising or to arise under or by virtue of the Lease in and to the Premises and any and all buildings, improvements, fixtures and equipment situated thereon or forming a part thereof. In the event GMAC should ever foreclose the Mortgage or acquire title to the Premises by deed in lieu of foreclosure, Lessee agrees that GMAC at its option may (a) cancel the Lease at any time upon thirty (30) days' prior written notice mailed to Lessee at its address at the Premises, in which event Lessee shall immediately surrender possession of the Premises and all buildings, improvements, fixtures and equipment leased to it under the Lease in good condition and repair, ordinary wear and tear excepted; or (b) ratify the Lease, in which event Lessee shall attorn to GMAC under the Lease for the remaining term thereof and shall pay all rents and perform all other obligations and agreements of the Lessee arising under or by virtue of the Lease for the remaining term thereof; provided however, notwithstanding any such ratification of the Lease, Lessee agrees that (i) GMAC shall not under any circumstances have or assume (and Lessee hereby releases GMAC from) any liability for the performance of any of the obligations or agreements of the Lessor arising under

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or by virtue of the Lease, and (ii) GMAC may thereafter cancel the Lease at any time upon thirty (30) days' prior written notice mailed to Lessee at its address at the Premises, in which event Lessee shall immediately surrender possession of the Premises and all buildings, improvements, fixtures and equipment leased to it under the Lease in good condition and repair, ordinary wear and tear excepted.

2. Lessee further understands, acknowledges and agrees that Lessor has assigned unto GMAC all of Lessor's interest in and to the Lease and its right to receive rents thereunder as additional collateral security for the loan secured by the Mortgage. Lessee hereby consents to said collateral assignment of the Lease and agrees that, if requested in writing by GMAC, Lessee shall make all rental payments due or to become due under the Lease direct to GMAC. Lessee further covenants and agrees that it shall not make any payments of rents or other charges accruing under the Lease to the Lessor more than one month in advance.

3. The Lessee agrees that all of the rights and remedies conferred upon GMAC hereunder shall be cumulative and shall be in addition to and not in limitation of any and all other rights and remedies conferred upon GMAC hereafter or under any other instrument or agreement which now or hereafter evidences or secures all or any part of the indebtedness secured by the Mortgage, and that all of said rights and remedies may be exercised by GMAC successively or concurrently. Forbearance to exercise or enforce any right, remedy or option conferred herein, or the failure to insist upon strict compliance with any of the requirements of this Agreement, shall not constitute a waiver by GMAC but, on the contrary, GMAC may thereafter exercise or enforce such right, remedy or option and insist upon strict compliance with such requirement. This Agreement may not be modified or amended and none of the terms or provisions hereof may be waived except by a written agreement signed by Lessee and signed on behalf of GMAC by one of its duly authorized officers.

4. This Agreement shall be binding upon Lessee, its successors and assigns, and shall inure to the benefit of GMAC, its successors and assigns.

5. Lessee understands, acknowledges and agrees that the execution and delivery of this Agreement is a condition for the making and continuation of the loan to Lessor which is secured by the Mortgage; that GMAC was and is unwilling to make or continue said loan to Lessor in the absence of this Agreement; and that Lessee leases the Premises from Lessor and thereby has obtained a material benefit from the making and continuation of said loan.

6. This Subordination Agreement is intended to provide additional security for the loan secured by the Mortgage.

7. The parties hereto hereby agree that any claim, dispute or controversy arising from or relating to this Agreement including the validity of this provision regarding arbitration or the entire Agreement, shall be resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules in effect when the claim is filed. The arbitration shall be held in Birmingham, Alabama, or at such other place as may be selected by mutual agreement of the parties.

This Agreement including this provision regarding arbitration is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C., Section 1-16. Judgment upon any award rendered in any proceeding commenced hereunder may be entered in any court

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having jurisdiction. Notwithstanding the foregoing, nothing stated herein shall be construed to prevent either party's use of bankruptcy, replevin, repossession, foreclosure, or any other prejudgment or provisional remedy relating to any collateral, security or property interests for contractual debts now or hereafter owed by any party to the other under this Agreement or any other agreement. The parties further intend and agree that the arbitration provisions contained in this Agreement shall be binding upon and enforceable against the parties, their respective heirs, personal representatives, successors and assigns.

In the event it is ever determined by a court of competent jurisdiction that the arbitration provisions contained in this Agreement are not enforceable with respect to a particular dispute, claim or controversy asserted by or against any of the parties hereto (or any of their respective heirs, personal representatives, successors and assigns), then and in such event the parties do hereby covenant and agree that each of the parties (a) waive trial by jury of any and all issues arising in any such action or proceeding related to or connected with said dispute, claim or controversy, and (b) acknowledge and agree that as the Lessee's principal place of business is Pelham, Alabama and Lender is a Delaware corporation, that jurisdiction of the Federal Courts of the United States is appropriate and that jurisdiction of Federal Courts of the United States for any such dispute is reasonable.

By entering into this agreement, the parties acknowledge that they had a right or opportunity to litigate disputes through a court, but that they prefer to resolve any such disputes through arbitration.

IN WITNESS WHEREOF, Lessee has caused this instrument to be executed in its name and on its behalf on the day and year first written above.

ATTEST:

By:   
As Its: Secretary

ATTEST:

By:   
As Its: Secretary

**LESSEE:**

Susan Schein Chevrolet, Inc.  
An Alabama Corporation

By:  L.S.  
As Its: President

Susan Schein Chrysler, Plymouth,  
Dodge, Inc.  
An Alabama Corporation

By:  L.S.  
As Its: President

**GMAC:**

General Motors Acceptance Corporation

By:   
As its 

Notarizations are continued on the next page.

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein, whose name as President of Susan Schein Chevrolet, 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 said instrument, 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 official seal this 25th day of October, 1999.

(SEAL)

  
Notary Public  
My commission expires MY COMMISSION EXPIRES JULY 23, 2002.

**STATE OF ALABAMA  
SHELBY COUNTY**

I, the undersigned, a Notary Public in and for said County and State, hereby certify that Susan Schein, whose name as President of Susan Schein Chrysler, Plymouth, Dodge, 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 said instrument, 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 official seal this 25th day of October, 1999.

(SEAL)

  
Notary Public  
My commission expires COMMISSION EXPIRES JULY 23, 2002.

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STATE OF ALABAMA  
SHELBY COUNTY

I, the undersigned, a Notary Public in and for said County and State, hereby certify that John W. [Signature], whose name as Asst. Treas. of General Motors Acceptance Corporation, 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, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 25 day of October, 1999.

(SEAL)

[Signature]  
Notary Public  
My commission expires MY COMMISSION EXPIRES JULY 23, 2002.

**THIS INSTRUMENT PREPARED BY:**

Mark A. Franco, Esq.  
Hill, Hill, Carter, Franco,  
Cole & Black, P.C.  
P. O. Box 116  
Montgomery, Alabama 36101-0116

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## EXHIBIT "A"

A parcel of land located in the NE 1/4 of the SE 1/4 and the SE 1/4 of the NE 1/4 of Section 24, Township 20 South, Range 3 West, Shelby County, Alabama, containing 11.03 acres more or less and being more particularly described as follows:

Commence at the SE corner of said Section 24; thence North 0 deg. 00 min. 43 sec. East along the East line of said Section 24, a distance of 3091.67 feet to the point of beginning, said point lying on the Westerly right of way line Shelby County Highway #35 (right of way varies); thence leaving said right of way line, continue along last described course a distance of 122.36 feet; thence South 89 deg. 53 min. 22 sec. East a distance of 17.25 feet to a point lying on the Westerly right of way line of said Shelby County Highway #35; said point also lying on a curve to the left, having a radius of 1,183.24 feet and subtended by a chord which bears North 20 deg. 30 min. 43 sec. East a chord distance of 104.64 feet; thence along the arc of said curve and said right of way line a distance of 104.67 feet; thence leaving said right of way line North 89 deg. 31 min. 09 sec. West a distance of 728.73 feet; thence South 85 deg. 08 min. 35 sec. West a distance of 171.49 feet; thence South 78 deg. 53 min. 03 sec. West a distance of 69.31 feet to a point lying on the Easterly right of way line of US Highway #65 (right of way varies); thence South 30 deg. 27 min. 03 sec. East along said right of way line a distance of 418.49 feet; thence South 11 deg. 38 min. 24 sec. East along said right of way line a distance of 229.75 feet to its point of intersection with the northerly right of way line of Shelby County Highway #52 (right of way varies); thence South 64 deg. 41 min. 16 sec. East along said right of way line of Shelby County Highway #52 a distance of 357.18 feet; thence leaving said right of way line North 4 deg. 43 min. 16 sec. East a distance of 192.40 feet to a point on a curve to the left, having a radius of 200.0 feet, and is subtended by a chord which bears North 87 deg. 16 min. 35 sec. East a chord distance of 51.83 feet; thence along the arc of said curve a distance of 51.98 feet; thence North 79 deg. 49 min. 54 sec. East a distance of 31.05 feet to the beginning of a curve to the right, having a radius of 150.0 feet and is subtended by a chord which bears South 81 deg. 45 min. 32 sec. East a chord distance of 94.74 feet; thence along the arc of said curve a distance of 96.39 feet; thence South 63 deg. 21 min. 06 sec. East a distance of 59.72 feet to a point lying on the Westerly right of way line of aforesaid Shelby County Highway #35; thence North 26 deg. 38 min. 54 sec. East along said right of way line a distance of 41.93 feet; thence North 18 deg. 01 min. 40 sec. East along said right of way line a distance of 206.98 feet to the beginning of a curve to the left having a radius of 1,183.24 feet and is subtended by a chord which bears North 14 deg. 31 min. 46 sec. East a chord distance of 144.40; thence along the arc of said curve and said right of way line a distance of 144.49 feet to the point of beginning.

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