

This Instrument Prepared By:

John G. Lowther, P.C.
Attorney at Law
3500 Independence Drive
Birmingham, AL 35209

**STATE OF ALABAMA
COUNTY OF SHELBY**

THIRD PARTY LENDER AGREEMENT

Inst # 2001-24631

06/15/2001-24631

09:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
26.00
006 MB

This THIRD PARTY LENDER AGREEMENT, dated the 15 day of June, 2001, by and between The Money Store Commercial Mortgage, Inc., whose address is P. O. Box 162247, Sacramento, CA 95816-2247 (the "Third Party Lender") and Southern Development Council, Inc., whose address is 8132 Old Federal Road, Montgomery, AL 36117, (the "CDC"), recites and provides:

RECITALS

McCay, Gilmore & McCay, L.L.C., (the "Borrower") is the owner of the real estate located at # 1 Plantation Drive, Harpersville, Alabama 35078, and described as follows:

As Described in Exhibit "A" attached hereto an incorporated herein by this reference.

(the "Real Estate"), and Third Party Lender has made two loans, both of which have been fully advanced, one in the amount of Nine Hundred Seventy-five Thousand and No/100 Dollars (\$975,000.00), (the "Term Third Party Lender Loan"), and a second in the amount of Eight Hundred Thousand and No/100 Dollars (\$800,000.00) (the "Interim Third Party Lender Loan"), and the Term Third Party Lender Loan is secured, among other things, by a first priority mortgage dated July 12, 2000, and recorded July 14, 2000, as Instrument # 2000-23610, in the Office of the Judge of Probate of Shelby County, Alabama (the "Term Third Party Lender Mortgage"), and the Interim Third Party Lender Loan is secured, among other things, by a second priority mortgage dated July 12, 2000, and recorded July 14, 2000, as Instrument # 2000-23611, in the Office of the Judge of Probate of Shelby County, Alabama (the "Interim Third Party Lender Mortgage").

The CDC has agreed to make a loan in the amount of Eight Hundred Twenty-five Thousand and No/100 Dollars (\$825,000.00) (the "504 Loan") to Borrower, and the 504 Loan will be secured, among other things, by a mortgage on the Real Estate (the "504 Mortgage") to be recorded in the Office of the Judge of Probate of Shelby County, Alabama, contemporaneously with this agreement.

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. Payoff of Interim Third Party Lender Loan. Following the funding of the 504 Loan, Third Party Lender will receive Eight Hundred Thousand and No/100 Dollars (\$800,000.00) from CDC, which the Third Party Lender will apply to pay off the principal balance of the Interim Third Party Lender Loan and, upon payment of any accrued, but unpaid interest on the Interim Third Party Lender Loan, the Third Party Lender shall release the Interim Third Party Lender Mortgage and release, cancel or mark as paid all other liens and documents securing the Interim Third Party Lender Loan.

2. Subordination of Future Advances and Default Charges. Except for advances made for reasonable costs of collection, maintenance and protection of the Third Party Lender's lien made pursuant to the Term Third Party Lender Mortgage, the Third Party Lender hereby subordinates to the 504 Loan and the lien of the 504 Mortgage (a) any sum advanced to the Borrower by the Third Party Lender after the date of this Agreement and (b) any prepayment penalties, late fees, and increase default interest in connection with the Term Third Party Lender Loan or the Interim Third Party Lender Loan.

3. Compliance with 504 Loan Program Requirements. The Third Party Lender confirms that the note and all other documents executed in connection with the Term Third Party Lender Loan (a) evidence a loan that does not exceed the principal amount permitted by the Authorization for Debenture Guarantee (SBA 504 Loan) issued by the U.S. Small Business Administration ("SBA") to CDC to assist Borrower, (b) have no open-ended features and allow only future advances for the reasonable costs of collection, maintenance and protection of the Third Party Lender's lien thereunder, (c) are not cross-collateralized with any other financing now or hereafter to be provided by the Third Party Lender, (d) have no early call features, (e) are not payable on demand unless the Term Third Party Lender Loan is in default, (f) have a term of at least, and do not require a balloon payment prior to , ten years for a 20-year 504 loan or seven years for a 10-year 504 loan, (g) have a reasonable interest rate that does not, and will not, exceed the maximum interest rate for a Third Party Loan as published by SBA, and (h) do not establish a preference in favor of the Third Party Lender as compared to CDC or SBA other than the Third Party Lender's senior lien position. The Third Party Lender agrees that if any provision in the note or any other document executed in connection with the Term Third Party Lender Loan does not comply with these requirements, then the Third Party Lender waives its rights to enforce any such provision.

4. Waiver of Enforcement of Covenant Not to Encumber the Real Estate. If the Term Third Party Lender Mortgage or any document executed in connection with the Term Third Party Lender Loan, or the Interim Third Party Lender Mortgage or any document executed in connection with the Interim Third Party Lender Loan, contains any provision prohibiting Borrower from further encumbering the Real Estate, Third Party Lender waives its right to enforce any such provision as it might apply to the lien arising from the 504 Mortgage securing or any document securing or evidencing the 504 Loan.

5. Notice of Default Under the Third Party Lender Loan. If any default, event of default or delinquency, upon which the Third Party Lender intends to take action, occurs (a) under the Term Third Party Lender Mortgage or any document executed in connection with the Term Third Party Lender Loan or (b) under the Interim Third Party Lender Mortgage or any document executed in connection with the Interim Third Party Lender Loan, then the Third Party Lender agrees to give CDC and the U.S. Small Business Administration (the "SBA") written notice of such default, event of default or delinquency and the opportunity to cure or to purchase the Third Party Lender note(s) and the Term Third Party Lender Mortgage and/or the Interim Third Party Lender Mortgage prior to foreclosure. Such notice must be given within thirty (30) days after the default, event of default or delinquency upon which the Third Party Lender intends to take action and at least sixty (60) days prior to date of any proposed sale and the Third Party Lender will not sell all or any portion of the Real Estate without giving the CDC and the SBA such notice. Notice under this Agreement 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, at, 8132 Old Federal Road, Montgomery, AL 36117, Attention: Servicing, and to the SBA at Alabama District Office, Suite 201, 801 Tom Martin Drive, Birmingham, Alabama 35211, Attention: District Counsel.

6. Successors and Assigns. This Agreement shall inure to the benefit of and bind the respective parties to this Agreement and their successors and assigns.

Third Party Lender:

The Money Store Commercial Mortgage, Inc.

By: [Signature]
Name: Wendi M. Davison
Its: AVP, Processing Manager

CDC:

Southern Development Council, Inc.

By: [Signature]
Name: Maudie Bedford
Its: President

ACKNOWLEDGED AND CONSENTED TO:

BORROWER:

McCay, Gilmore & McCay, L.L.C.,

By: [Signature]
Ronald H. McCay, Manager

STATE OF CALIFORNIA
YOLO COUNTY

Acknowledgment of The Money Store Commercial
Mortgage, Inc.

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Wendi M. DAVISON whose name as AVP/Processing Mgr. of The Money Store Commercial Mortgage, Inc., 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 and for the act of said Corporation, acting in his/her capacity as aforesaid. Given under my hand and official seal this the 5 day of June, 2001.



Criste Lea Freymond
Notary Public
My Commission Expires: March 27, 2004

STATE OF ALABAMA
MONTGOMERY COUNTY

Acknowledgment of CDC

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Maudie Bedford, whose name as President of Southern Development Council, Inc., 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 and for the act of said Corporation, acting in his capacity as aforesaid. Given under my hand and official seal this the 9th day of June, 2001.

Maudie Bedford
Notary Public
My Commission Expires: 2/26/05

STATE OF ALABAMA
COUNTY OF JEFFERSON

Acknowledgment of Borrower

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Ronald H. McCay, whose name as Manager of McCay, Gilmore & McCay, L.L.C., 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 manager, and with full authority, executed the same voluntarily, as and for the act of said limited liability company, acting in his capacity as aforesaid. Given under my hand this 14 day of June, 2001.

Ronald H. McCay
Notary Public
My Commission Expires: 1-3-03

EXHIBIT A

Property Description

The following described property being situated in Shelby County, Alabama:

PARCEL A

For a POINT OF BEGINNING commence at the Northeast corner of the Southwest Quarter of the Northwest Quarter of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama, and proceed South 1 degree 47 minutes 44 seconds West 63.25 feet; thence North 86 degrees 05 minutes 31 seconds West 582.06 feet; thence South 8 degrees 40 minutes 12 seconds West 93.11 feet; thence North 71 degrees 54 minutes 47 seconds West 319.58 feet; thence South 50 degrees 06 minutes 40 seconds West 141.47 feet; thence South 3 degrees 17 minutes 13 seconds East 658.15 feet; thence South 85 degrees 26 minutes 48 seconds West 311.33 feet; thence North 7 degrees 52 minutes 42 seconds West 654.72 feet; thence South 83 degrees 13 minutes 18 seconds West 199.98 feet to a point on the East side of a paved entrance to the Meadows Golf Course; thence proceed along East side of road as follows: South 54 degrees 24 minutes 08 seconds West 239.31 feet; thence South 57 degrees 35 minutes 43 seconds West 276.13 feet; thence South 26 degrees 01 minutes 42 seconds West 258.29 feet; thence South 14 degrees 23 minutes 02 seconds West 476.07 feet; thence South 28 degrees 03 minutes 06 seconds West 48.35 feet to a point on the Northeasterly right of way boundary of U. S. Highway 280; thence leaving east side of entrance proceed North 51 degrees 18 minutes 54 seconds West along right of way of said highway 86.82 feet to a point on the west side of the entrance to the Meadows Golf Course; thence leaving said right of way of highway, proceed along the West side of entrance as follows: thence North 17 degrees 27 minutes 59 seconds East 253.99 feet; thence North 23 degrees 46 minutes 26 seconds East 515.56 feet; thence North 57 degrees 17 minutes 14 seconds East 282.51 feet; thence North 49 degrees 19 minutes 43 seconds East 317.76 feet; thence leaving West side of entrance proceed North 45 degrees 15 minutes 53 seconds West 374.29 feet; thence North 27 degrees 53 minutes 33 seconds West 196.19 feet; thence North 56 degrees 55 minutes 52 seconds West 43.01 feet; thence North 76 degrees 00 minutes 47 seconds West 57.84 feet; thence South 84 degrees 39 minutes 41 seconds West 82.28 feet; thence South 76 degrees 24 minutes 01 seconds West 260.37 feet; thence South 66 degrees 28 minutes 07 seconds West 120.42 feet; thence North 55 degrees 58 minutes 08 seconds West 160.63 feet to a point on the West boundary of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama; thence continue North 2 degrees 42 minutes 12 seconds East along said quarter-quarter for a distance of 511.06 feet; thence South 51 degrees 47 minutes 47 seconds East 331.59 feet; thence North 24 degrees 04 minutes 17 seconds West 278.91 feet; thence North 43 degrees 21 minutes 54 seconds West 200.37 feet to a point on the West boundary of said quarter-quarter; thence North 2 degrees 42 minutes 24 seconds East 313.71 feet to the Northwest corner of said quarter-quarter; thence South 88 degrees

17 minutes 17 seconds East along the North boundary of said quarter-quarter for a distance of 562.08 feet; thence South 49 degrees 03 minutes 10 seconds East 501.80 feet; thence North 20 degrees 45 minutes 56 seconds East 335.79 feet to a point on the North boundary of said quarter-quarter; thence South 88 degrees 25 minutes 06 seconds East 270.70 feet; thence North 1 degree 38 minutes 48 seconds East 1328.74 feet to a point on the North boundary of the Southwest quarter of the Southwest Quarter of Section 36, Township 19 South, Range 2 East, Shelby County, Alabama; thence South 88 degrees 06 minutes 38 seconds East along the north boundary of said quarter-quarter for a distance of 1286.10 feet to the Northeast corner of said quarter-quarter and the Northwest corner of the Southeast Quarter of the Southwest Quarter; thence South 88 degrees 07 minutes 05 seconds East along the North boundary of said quarter-quarter for a distance of 1321.36 feet to the northeast corner of said quarter-quarter; thence South 2 degrees 17 minutes 12 seconds West along the East boundary of said quarter-quarter for a distance of 1330.84 feet to the southeast corner of said quarter-quarter and the northeast corner of the Northeast quarter of the Northwest quarter of Section 1, Township 20 South, Range 2 East, Shelby County, Alabama; thence South 2 degrees 17 minutes 29 seconds West along the east boundary of said quarter-quarter for a distance of 1328.21 feet to the Southeast corner of said quarter-quarter; thence North 88 degrees 00 minutes 19 seconds West 1332.07 feet, back to the POINT OF BEGINNING.

PARCEL B

From the Northwest corner of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama, proceed South 2 degrees 42 minutes 24 seconds West along the West boundary of said Northeast Quarter-Northeast Quarter for a distance of 313.71 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed thence South 43 degrees 21 minutes 54 seconds East 200.37 feet; thence South 24 degrees 04 minutes 17 seconds East 278.91 feet; thence North 51 degrees 47 minutes 47 seconds West 331.59 feet to a point on the West boundary of the aforementioned Northeast Quarter-Northeast Quarter; thence North 2 degrees 42 minutes 24 seconds East along the West boundary of said forty for 195.46 feet, back to the POINT OF BEGINNING. The above-described parcel of land is located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama.

PARCEL C

From the Northeast corner of the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama proceed North 88 degrees 17 minutes 17 seconds West along the North boundary of said Northeast Quarter - Northeast Quarter for 271.36 feet to the POINT OF BEGINNING of herein described parcel of land; thence from said POINT OF BEGINNING proceed South 20 degrees 45 minutes 56 seconds West 335.79 feet; thence North 49 degrees 03 minutes 10 seconds West 501.80 feet to a point on the North boundary of the aforementioned Northeast Quarter - Northeast Quarter; thence South 88 degrees 17 minutes 17 seconds East along the North boundary of said forty for 498.29 feet, back to the POINT OF BEGINNING. The above described parcel of land is located in the Northeast Quarter of the Northeast Quarter of Section 2, Township 20 South, Range 2 East, Shelby County, Alabama.

Situated in Shelby County, Alabama.

06/15/2001-24631
09:56 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 HB 26.00