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Shelby Cnty Judge of Probate, AL
04/02/2013 12:48:41 PM FILED/CERT

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of March 27, 2013 (hereinafter the "Agreement") and is by **Eugene A. Renfroe (also known as Gene Renfroe)** and **Jane P. Renfroe (also known as Jana Renfroe)** (hereinafter "Subordinate Mortgagee") and is in favor of **WELLS FARGO BANK, NATIONAL ASSOCIATION** (hereinafter, along with its successors and assigns, "Superior Mortgagee").

WHEREAS, RENFROE PROPERTY HOLDINGS, LLC, an Alabama limited liability company (hereinafter "Mortgagors") are currently indebted to Subordinate Mortgagee, and such indebtedness is secured in part by a mortgage, dated September 5, 2012 and recorded on September 5, 2012 in Instrument No. 20120905000335660 et seq. in the Office of the Judge of Probate of Shelby County, Alabama (hereinafter "Subordinate Mortgage") of and concerning the property described on Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS Mortgagor has requested a loan from Superior Mortgagee in the amount not to exceed \$5,118,750.00 (hereinafter "Superior Loan"), and Superior Mortgagee has agreed to make the Superior Loan provided, among other things, that Mortgagors give and grant to Superior Mortgagee a mortgage (hereinafter "Superior Mortgage") of and concerning the property described on Exhibit "A" attached hereto and Subordinate Mortgagee enters into this agreement and subordinates its rights under the Subordinate Mortgage to the rights of Superior Mortgagee under the Superior Mortgage. Such Superior Mortgage will be filed contemporaneously herewith.

NOW THEREFORE in consideration of Superior Mortgagee making the Superior Loan to Mortgagor, 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 Superior Mortgage shall have priority over the Subordinate Mortgage; and (b) the Subordinate Mortgage shall be and at all times remain, subject, inferior, and subordinate to the Superior 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 have 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 Superior Mortgagee nor Subordinate Mortgagee shall contest the validity, perfection, priority or enforceability of any lien or mortgage granted to the other. Superior Mortgagee and Subordinate Mortgagee agree to cooperate in the defense of any action contesting the validity, perfection, priority or enforceability of such liens or mortgage.

3. Modification of Loans: Superior Mortgagee and Subordinate Mortgagee, at any time and from time to time, may enter into such agreement or agreements with Mortgagor as it may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of Mortgagor's obligations or debts to either Superior Mortgagee 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, except that Superior Mortgagee must receive Subordinate Mortgagee's prior written consent to increase the amount of debt secured by the Superior Mortgage.

4. Notice upon Foreclosure or Default: In the event of a default in Mortgagor's obligations to Superior Mortgagee or to Subordinate Mortgagee, then the party suffering such default will endeavor to give to the other party, notice of such default within thirty (30) days from such default having occurred, if same has not been cured by the Mortgagor during such period. In the event either Superior Mortgagee or Subordinate Mortgagee elects to foreclose the Superior Mortgage or the Subordinate Mortgage, then the foreclosing party shall give to the other party notice of such foreclosure sale sixty (60) days prior to its occurrence.

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

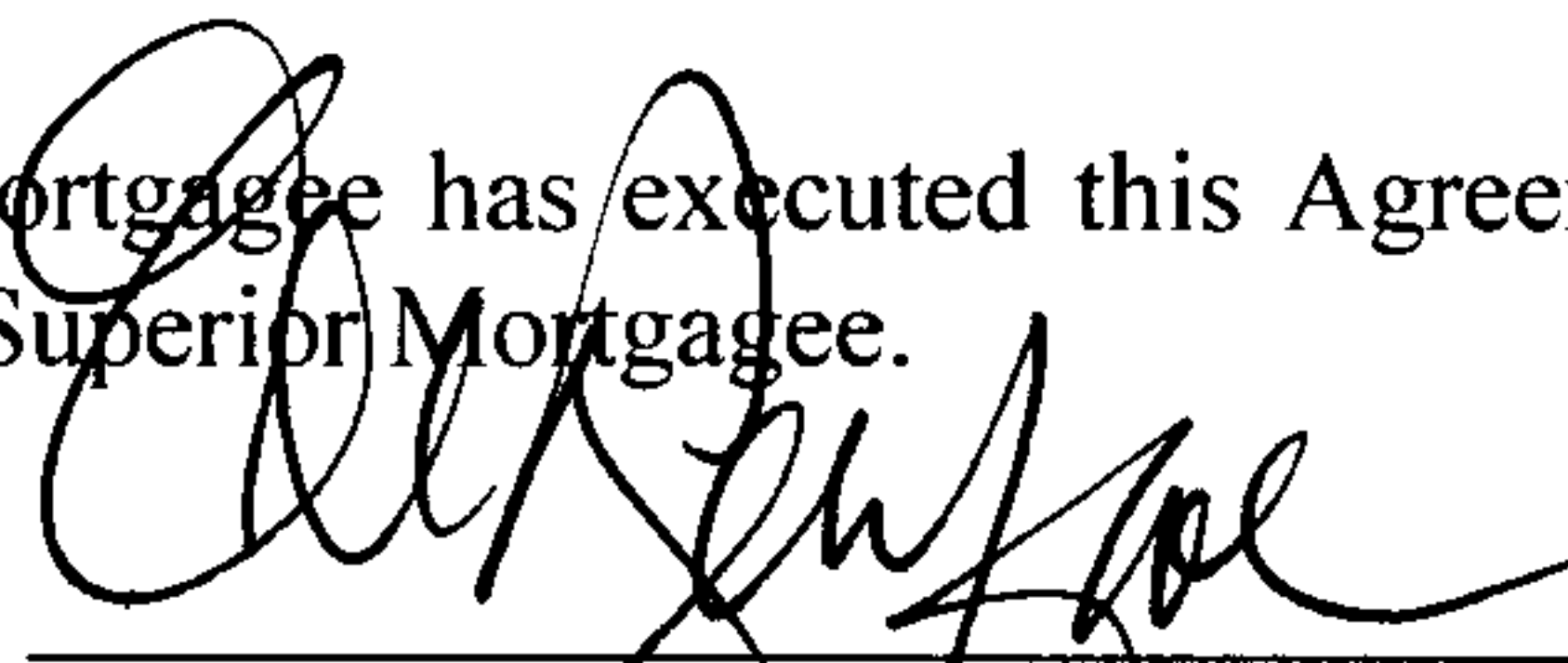
6. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Alabama.

7. 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.

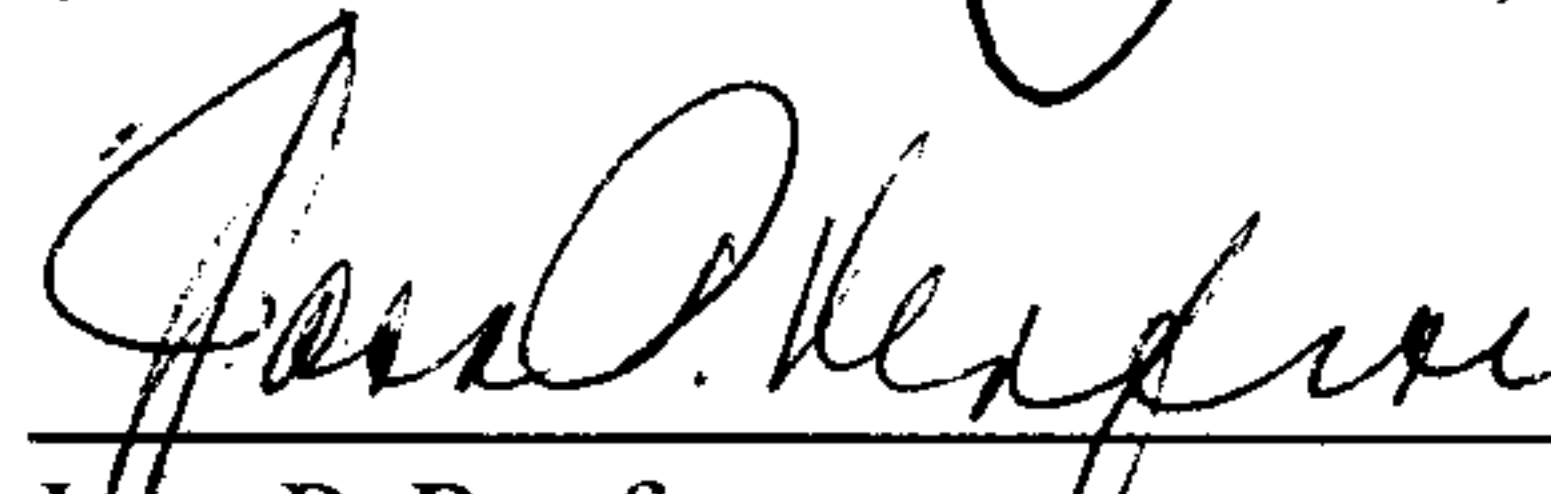
[Signature Lines on Following Pages]

IN WITNESS THEREOF, Subordinate Mortgagee has executed this Agreement effective as of the date first above written for the benefit of Superior Mortgagee.

Subordinate Mortgagee:



Eugene A. Renfroe (Individually)
(also known as Gene Renfroe)




Jana P. Renfroe (Individually)
(also known as Jana Renfroe)

STATE OF ALABAMA
COUNTY OF JEFFERSON


ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Eugene A. Renfroe (also known as Gene Renfroe) and Jana P. Renfroe (also known as Jana Renfroe), whose names 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 such instrument, they executed the same voluntarily.

Given under my hand and seal this 27 day of March, 2013.



Notary Public
My Commission Expires: 7/2/14


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MORTGAGOR'S ACCEPTANCE

Mortgagor hereby acknowledges receipt of, notice of, consents to, and agrees to be bound by the terms and provisions of the within and foregoing Mortgage Subordination Agreement as they relate to the relative rights and priorities of Subordinate Mortgagee and Superior Mortgagee; provided, however, that nothing in the foregoing Mortgage Subordination Agreement shall amend, modify, change or supersede the respective terms of the documentation and agreements between Mortgagor and Superior Mortgagee or Mortgagor and Subordinate Mortgagee.

MORTGAGOR:

RENFROE PROPERTY HOLDINGS, LLC, an
Alabama limited liability company

By: 

Print Name: Hunter H. Renfroe

Title: Manager

By: 

Print Name: Gavon A. Renfroe

Title: Manager

THIS INSTRUMENT PREPARED BY:

Wendy N. Hardegree

Engel Hairston and Johanson P.C.

P.O. Box 11405

Birmingham, Alabama 35202

(205) 328-4600



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EXHIBIT "A"
TO
MORTGAGE SUBORDINATION AGREEMENT

Lot 7A-1, according to a Resurvey of Lot 7A, Meadow Brook Corporate Park South, Phase II, as recorded in Map Book 43, Page 40, in the Probate Office of Shelby County, Alabama.

SUBJECT TO: i) taxes and assessments for the year 2013, a lien but not yet payable; ii) such state of facts as shown on recorded subdivision plat, as applicable; iii) any prior reservation or conveyance, together with release of damages of minerals of every kind and character, including, but not limited to, oil, gas, sand and gravel in, on and under subject property; iv) Declaration of Covenants, Conditions and Restrictions for Meadow Brook Corporation Park as Set out in Real 64 page 91, along with 1st Amendment recorded in Real 95 page 826, 2nd Amendment recorded in Real 141 page 784, 3rd Amendment recorded in Real 177 page 244, 4th Amendment recorded in Real 243 page 453, 5th Amendment recorded in Real 245 page 89, 6th Amendment recorded as Instrument 1992-23529, 7th Amendment recorded as Instrument 1995-03028, 8th Amendment recorded as Instrument 1995-04188. 9th Amendment recorded as Instrument 1996-5491, 10th Amendment recorded as Instrument 1996-32318, 11th Amendment recorded as Instrument 1997-30077, 12th Amendment recorded as Instrument 1997-37856 and 13th Amendment recorded as Instrument 1998-5588, 14th Amendment recorded as Instrument 1998-41655; 15th Amendment recorded as Instrument 1998-46243; 16th Amendment recorded in Instrument 1999-2935; 17th Amendment as recorded in Instrument 20021217000631360 and 18th Amendment recorded in Instrument 20100927000316200 and Assignment of Developer Rights recorded as Instrument 200135829, in the Probate Office of Shelby County, Alabama; v) Title to all minerals Within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto, including rights set out in Deed Book 66 page 34 and Deed Book 28 page 581, in the Probate Office of Shelby County, Alabama; vi) Agreements with Alabama Power Company in regard to underground cables as set out in Real Book 75 page 634, in the Probate Office of Shelby County, Alabama; vii) Easement to Southwest Water Company, Inc., as recorded in Instrument 20110920000277790, in the Probate Office of Shelby County, Alabama; and viii) coal, oil, gas and mineral and mining rights which are not owned by Mortgagor.



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