



20130926000387190 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
09/26/2013 12:02:20 PM FILED/CERT

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of August 10, 2013 (hereinafter the "Agreement") and is by CENTRAL STATE BANK (hereinafter "Subordinate Mortgagee") and is in favor of CENTRAL STATE BANK (hereinafter, along with its successors and assigns, "Superior Mortgagee").

WHEREAS, ARJENNA PARABASIC TRANSPORT, LLC is indebted to Subordinate Mortgagee under the terms of a loan made in accordance with the U.S. Small Business Administration Authorization for 7(a) Guaranteed Loan (bearing SBA Loan No. 36873950-02) as evidenced by that promissory note dated November 18, 2009 in the principal amount of \$150,000.00 ("SBA Loan"); and

WHEREAS, in consideration of and as in inducement for Subordinate Mortgagee making the SBA Loan, RETTA J. HOOD and spouse, LYNN A. HOOD (hereinafter "Mortgagors") mortgaged, sold, assigned and conveyed unto Subordinate Mortgagee a mortgage as security for the payment of the SBA Loan, dated November 18, 2009 and recorded as Instrument No. 20091123000434230 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 home equity line of credit from Superior Mortgagee not to exceed a maximum amount of \$49,400.00 (hereinafter "Equity Loan"), and Superior Mortgagee has agreed to make the Equity 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 Equity 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.

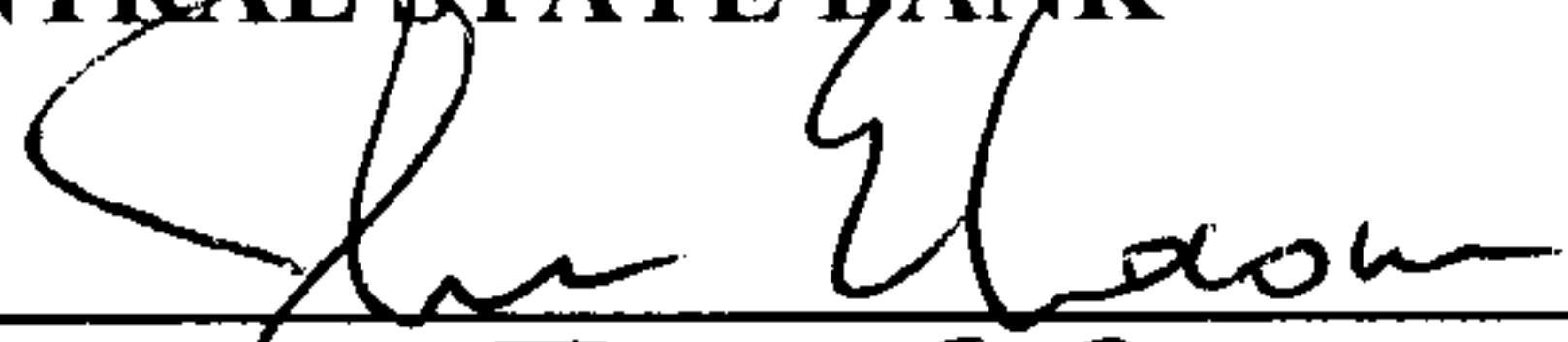
7. Counterparts: This Agreement may be executed in any number of counterparts, each of which

shall be deemed to be an original and all of which, when taken together, shall constitute one and the same instrument.

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:

CENTRAL STATE BANK

By: 

Print Name John E. Cowers

Title: Vice President

STATE OF ALABAMA
COUNTY OF SHELBY

ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned Notary Public in and for said County in said State, hereby certify that John E. Cowers, whose name as [Sr.] Vice President of CENTRAL STATE BANK 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/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 seal of office this 11th day of August, 2013.


Notary Public

My Commission Expires April 4, 2016
My Commission Expires:

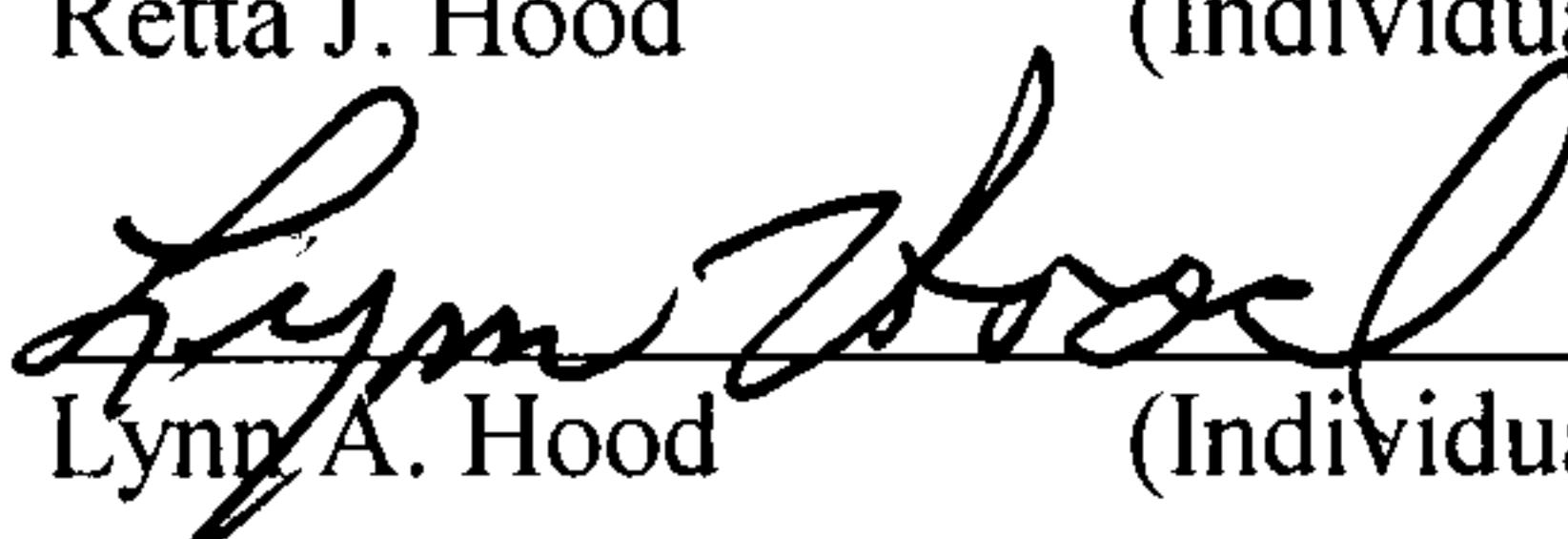


MORTGAGOR'S ACCEPTANCE

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:

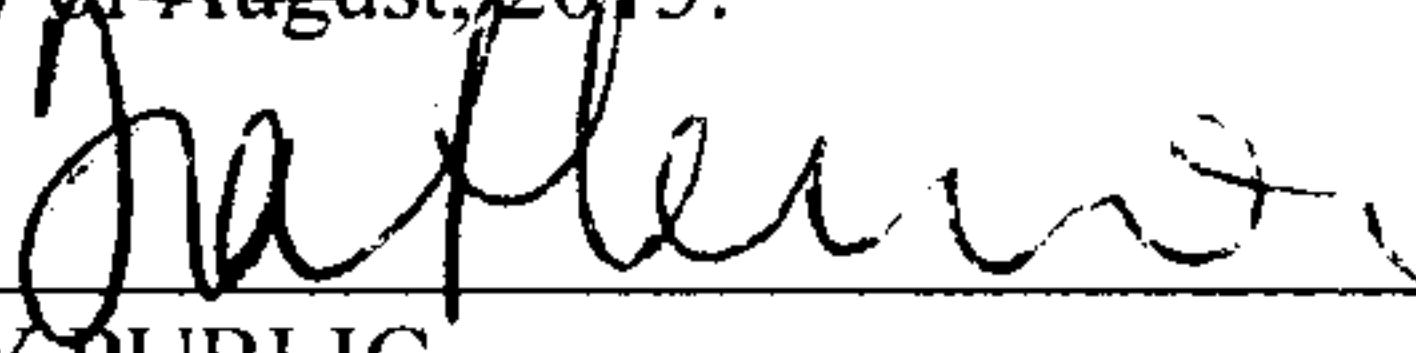
 L.S.
Retta J. Hood (Individually)

 L.S.
Lynn A. Hood (Individually)

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Retta J. Hood and spouse Lynn A. Hood, 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 this instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 10th day of Sept., 2013.


NOTARY PUBLIC
My Commission ~~Ex~~ Commission Expires April 4, 2016

THIS INSTRUMENT PREPARED BY:

William C. Brown
Engel Hairston and Johanson P.C.
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

[D-6100]

Sub.mt 8/6/13 12:14PM

EXHIBIT "A"
TO
MORTGAGE SUBORDINATION AGREEMENT

Commence at the SW corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 5, Township 22 South, Range 3 West; thence run North along said $\frac{1}{4}$ - $\frac{1}{4}$ line, a distance of 215.00 feet; thence turn an angle of 93 degrees 23 minutes 33 seconds right and run a distance of 69.98 feet to the point of beginning; thence continue along last described course a distance of 210.02 feet; thence turn an angle of 90 degrees 31 minutes 33 seconds left and run a distance of 133.74 feet; thence turn an angle of 84 degrees 35 minutes 26 seconds left and run a distance of 173.35 feet; thence turn an angle of 81 degrees 13 minutes 47 seconds left to the chord of a curve to the right and run a distance of 152.81 feet along said chord to the point of beginning. Situated in Shelby County, Alabama.

Prepared by:

Central State Bank
P.O. Box 180
Calera, AL 35040

Re: to:

Central State Bank
P.O. Box 180
Calera, AL 35040