

**Prepared by and Return to:**

Rosenberg & Clark, LLC  
Attn: Staci A. Rosenberg, Esq  
400 Poydras St., Suite 1680  
New Orleans, La. 70130

Cell Site No: \_\_\_\_\_  
Cell Site Name: Hargis  
Fixed Asset Number: 12677970  
State: Alabama  
County: Shelby



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Shelby Cnty Judge of Probate, AL  
10/13/2014 12:28:25 PM FILED/CERT

**SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT**

**THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENMENT AGREEMENT** ("Agreement"), dated as of the date below, between Regions Bank, d/b/a Regions Mortgage having its principal office at P.O. Box 18001, Hattiesburg, MS (hereinafter called "Mortgagee") and Parks Gettys and Faye Gettys residing at 2816 Bear Creek Road, Sterrett, AL 35147 ("Landlord"), and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, 13-F West Tower, Atlanta, GA 30324 ("Tenant").

**WITNESSETH:**

**WHEREAS**, Tenant has entered into a certain lease dated June 16<sup>th</sup>, 2014 (the "Lease") with Landlord, covering property more fully described in **Exhibit 1** attached hereto and made a part hereof (the "Premises"); and

**WHEREAS**, Landlord has given to Mortgagee a mortgage (the "Mortgage") upon property having a street address of 2816 Bear Creek Road, Sterrett, AL 35147, being identified on Exhibit 1 in the County of Shelby, State of Alabama ("Property"), a part of which Property contains the Premises; and

**WHEREAS**, the Mortgage on the Property is in the original principal sum of \$154,000, which Mortgage has been recorded in the appropriate public office in and for Shelby County, Alabama at Instrument No. 20030607000233410 ("Mortgage"); and

**WHEREAS**, Tenant desires to be assured of continued occupancy of the Premises under the terms of the Lease and subject to the terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. So long as this Agreement will remain in full force and effect, the Lease is and will be subject and subordinate to the lien and effect of the Mortgage insofar as it affects the real property and fixtures of which the Premises forms a part (but not Tenant's trade fixtures and other personal property), and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, with the same force and effect as if the Mortgage had been executed, delivered, and duly recorded among the above-mentioned public records, prior to the execution and delivery of the Lease.

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2. In the event Mortgagee takes possession of the Premises as mortgagee-in-possession, including but not limited to, by deed in lieu of foreclosure or foreclosure of the Mortgage, Mortgagee agrees not to affect or disturb Tenant's right to possession of the Premises and any of Tenant's other rights under the Lease in the exercise of Mortgagee's rights so long as Tenant is not then in default, after applicable notice and/or grace periods, under any of the terms, covenants, or conditions of the Lease.

3. In the event that Mortgagee succeeds to the interest of Landlord or other landlord under the Lease and/or to title to the Premises, Mortgagee and Tenant hereby agree to be bound to one another under all of the terms, covenants and conditions of the Lease; accordingly, from and after such event, Mortgagee and Tenant will have the same remedies against one another for the breach of an agreement contained in the Lease as Tenant and Landlord had before Mortgagee succeeded to the interest of Landlord; provided, however, that Mortgagee will not be:

- (a) personally liable for any act or omission of any prior landlord (including Landlord); or
- (b) bound by any rent or additional rent which Tenant might have paid for more than the payment period as set forth under the Lease (one month, year, etc.) in advance to any prior landlord (including Landlord).

4. In the event that Mortgagee or anyone else acquires title to or the right to possession of the Premises upon the foreclosure of the Mortgage, or upon the sale of the Premises by Mortgagee or its successors or assigns after foreclosure or acquisition of title in lieu thereof or otherwise, Tenant agrees not to seek to terminate the Lease by reason thereof, but will remain bound unto the new owner so long as the new owner is bound to Tenant (subject to Section 3 above) under all of the terms, covenants and conditions of the Lease.

5. Mortgagee understands, acknowledges and agrees that notwithstanding anything to the contrary contained in the Mortgage and/or any related financing documents, including, without limitation, any UCC-1 financing statements, Mortgagee will acquire no interest in any furniture, equipment, trade fixtures and/or other property installed by Tenant on the Property. Mortgagee hereby expressly waives any interest which Mortgagee may have or acquire with respect to such furniture, equipment, trade fixtures and/or other property of Tenant now, or hereafter, located on or affixed to the Property or any portion thereof and Mortgagee hereby agrees that same do not constitute realty regardless of the manner in which same are attached or affixed to the Property.

6. This Agreement will be binding upon and will extend to and benefit the successors and assigns of the parties hereto and to any assignees or subtenants of Tenant which are permitted under the Lease. The term "Mortgagee", when used in this Agreement will be deemed to include any person or entity which acquires title to or the right to possession of the Premises by, through or under Mortgagee and/or the Mortgage, whether directly or indirectly.

**[SIGNATURES APPEAR ON THE NEXT PAGE]**



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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed as of the last signature date below.

LANDLORD:

*Parks Gettys*  
Parks Gettys

*Faye Gettys*  
Faye Gettys

Date: 6/9/14

TENANT:

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company  
By: AT&T Mobility Corporation  
Its: Manager

By: *[Signature]*  
Name: Alina Dumitrescu  
Title: Area mgr. C&E  
Date: 9/16/14

MORTGAGEE:

Regions Bank d/b/a Regions Mortgage

By: *[Signature]*  
Name: MARILYN GARNER LEE  
Title: Vice President  
Date: 9/10/14



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ACKNOWLEDGEMENTS

LANDLORD

STATE OF Alabama )  
COUNTY OF Jefferson ) ss:

On the 11th day of June, 2014, before me, personally appeared Parks Gettys and Faye Gettys, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Landlord for the purposes therein contained.

Linda Susan Turner  
Notary Public: LINDA S TURNER  
My Commission Expires: 7/1/15

TENANT

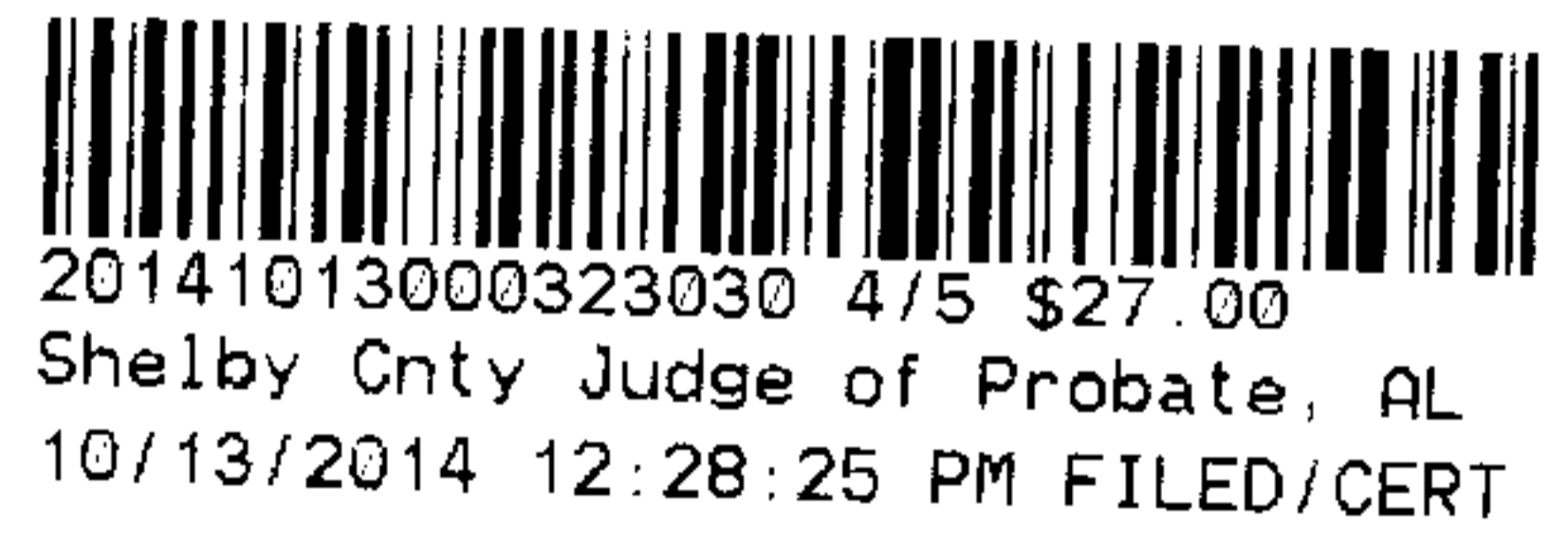
STATE OF Alabama )  
COUNTY OF Shelby ) ss:

On the 11th day of September, 2014, before me personally appeared Alina Dumitrescu, who acknowledged under oath that he/she is the Area Mgr. C.E. of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

Bridget D Edmondson  
Notary Public: Bridget D Edmondson  
My Commission Expires: \_\_\_\_\_  
PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Sept 27, 2014  
MAINTAINED THROUGH NOTARY PUBLIC UNDERWRITERS

MORTGAGEE

STATE OF Mississippi )  
COUNTY OF Forrest ) ss:



On the 10th day of September, 2014, before me, personally appeared Marianne Garner Lee, who acknowledged under oath, that he/she is the person/officer named in the within instrument, and that he/she executed the same in his/her stated capacity as the voluntary act and deed of the Mortgagee for the purposes therein contained.

Tracey A Whisenhunt  
Notary Public: Tracey A Whisenhunt  
My Commission Expires: \_\_\_\_\_



**EXHIBIT 1**

**DESCRIPTION OF PROPERTY**

The Property is legally described as follows:



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**All that part of the SE 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 West, lying Southeast of center line of right of way of Shelby County Highway No. 43,**

**Also the Northeast diagonal half of the NE 1/4 of SE 1/4 of Section 15, Township 19 South, Range 1 West.**

**Also all that part of the Northeast diagonal half of the SW 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 West, that lies Southeast of the center line of the right of way of Shelby County Highway No. 43; excepting Highway right of way; being situated in Shelby County, Alabama,**

**Less and except:**

**From the SE corner of said NE 1/4 of the SE 1/4 of Section 15, Township 19 South, Range 1 West, Shelby County, Alabama; thence Northwesterly along the diagonal line of the SW 1/2 of said NE 1/4 of the SE 1/4 a distance of 1900.67 feet to the NW corner of said NE 1/4 of the SE 1/4; thence continue NW along the diagonal line of the SW 1/4 of said SW 1/4 of the NE 1/4 231.87 feet to the SE right of way of Shelby County Highway No. 43; thence left 90°56'31" SW along said right of way for a distance of 1681.92 feet to the W 1/4 - 1/4 section line of said NW 1/4 of the SE 1/4; thence left 43°50'30" Southerly along said 1/4 - 1/4 section line for a distance of 340.17 feet to the SW corner of said NW 1/4 of the SE 1/4; thence left 91°05'18" East along the South 1/4 - 1/4 section line said NW 1/4 of the SE 1/4, and the South 1/4 - 1/4 section line of the NE 1/4 of the SE 1/4, for a distance of 2679.08 feet to the point of beginning.**

**Less and except:**

**A tract of land situated in the SE 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 West, Shelby County, Alabama, more particularly described as follows:**

**Begin at the Northeast corner of the SE 1/4 of the NE 1/4 of Section 15, Township 19 South, Range 1 West, Shelby County, Alabama and run West along the North line of said 1/4 - 1/4 line for a distance of 327.68 feet to an iron marker; thence left 93°40'06" and run Southerly for a distance of 124.73 feet to an iron marker; thence left 86°08'58" and run Easterly 322.88 feet to an iron marker and a point of intersection with the East line of said 1/4 - 1/4 Section; thence left 91°32' and run North along said East 1/4 - 1/4 line for a distance of 125.54 feet to an iron marker and point of beginning.**

**LESS AND EXCEPT all road right of way and easements of record.**