

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of October 5, 2014 (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, Michael M. Dicen and wife, Michelle G. Dicen (hereinafter "Mortgagors") are currently indebted to Subordinate Mortgagee, and such indebtedness is secured in part by a mortgage, dated October 22, 2013 and recorded as Instrument 20131030000428360 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 DICEN CONSULTING AND ASSOCIATES LLC ("Borrower") has requested a loan from Superior Mortgagee in the amount not to exceed \$91,000.00 (hereinafter "Superior Loan"), and Superior Mortgagee has agreed to make the Superior Loan provided, among other things, that Borrower and 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 Borrower, 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

Page 1


20141017000329480 1/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/17/2014 12:32:45 PM FILED/CERT

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 Borrower and Mortgagors as it may deem proper, extending the time of payment of, or renewing or otherwise altering the terms of all or any of Borrower and /or 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 Borrower's and/or 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 Borrower and/or 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 Borrower to Superior Mortgagee on the one hand, or Mortgagors to 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.


20141017000329480 2/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/17/2014 12:32:45 PM FILED/CERT

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: [Signature]
Print Name John Cocoris
Title: Vice President

STATE OF ALABAMA
COUNTY OF JEFFERSON

ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned Notary Public in and for said County in said State, hereby certify that John Cocoris, whose name as 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, 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 15 day of October, 2014.

[Signature]
Notary Public
My Commission Expires: 2-4-18

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:

[Signature]
Michael M. Dicen (Individually)
[Signature]
Michele G. Dicen (Individually)

[BORROWER'S ACCEPTANCE CONTAINED ON FOLLOWING PAGE.]



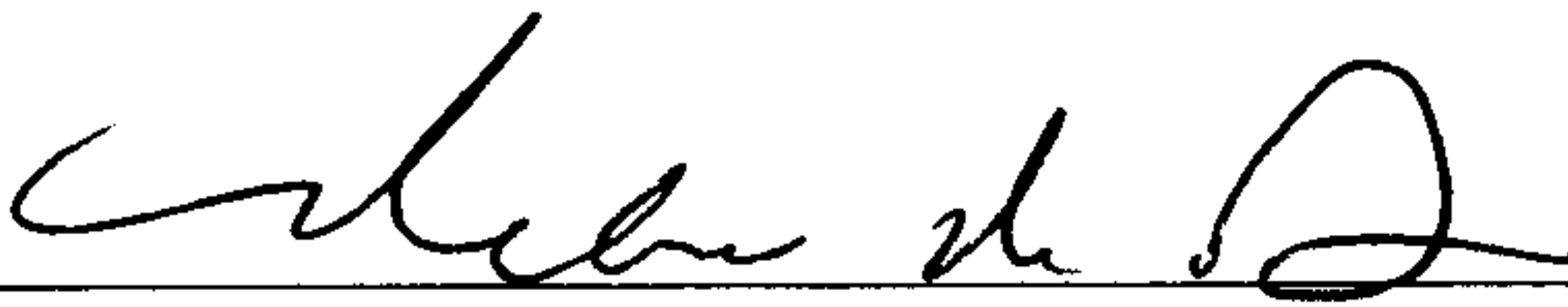
20141017000329480 3/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/17/2014 12:32:45 PM FILED/CERT

BORROWER'S ACCEPTANCE

Borrower 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.

BORROWER:

DICEN CONSULTING AND ASSOCIATES LLC

BY: 
Print Name Michael M. Dicen
Title: Sole Member

THIS INSTRUMENT PREPARED BY:

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

[D-7883]



20141017000329480 4/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/17/2014 12:32:45 PM FILED/CERT

EXHIBIT "A"
TO
MORTGAGE SUBORDINATION AGREEMENT

Lot 14A, according to the Final Plat of a Resurvey of Lot 14 and Lot 16A of The Shires Phase IV, as recorded in Map Book 43, page 12, in the Probate Office of Shelby County, Alabama.

SUBJECT TO:

- i) Taxes for the year 2015 a lien but not yet payable;
- ii) Building lines as shown by recorded map;
- iii) Easements as shown by recorded map;
- iv) Restrictions as shown by recorded map;
- v) Agreement for underground residential distribution granted to Alabama Power Company recorded in Real 298, page 921, in the Probate Office of Shelby County, Alabama;
- vi) Restrictions regarding Alabama Power Company easement, recorded in Real 298, page 890 in the Probate Office of Shelby County, Alabama;
- vii) Right of Way granted Alabama Power Company by instrument recorded in Real 292, page 631 in the Probate Office of Shelby County, Alabama;
- viii) Right of Way to the Water Works and Sewer Board of the City of Birmingham, recorded in Real 160, page 9 and Real 176, page 25, in the Probate Office of Shelby County, Alabama;
- ix) Declaration of Protective Covenants as recorded in Real 173, page 840, refiled in Real 179, page 44, and First Amendment to Declaration of Protective Covenants of The Shires recorded in Instrument 20110819000246330, in the Probate Office of Shelby County, Alabama;
- x) Articles of Incorporation of The Shires, recorded in Misc. Book 35, page 456, in the Probate Office of Shelby County, Alabama;
- xi) Easement to Alabama Power Company recorded in Real 292, page 628 and Instrument 2011103000305010, in the Probate Office of Shelby County, Alabama; and
- xii) mineral and mining rights not owned by Mortgagor/Grantor.



20141017000329480 5/5 \$27.00
Shelby Cnty Judge of Probate, AL
10/17/2014 12:32:45 PM FILED/CERT