

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is effective as of September 24, 2015 (hereinafter the "Agreement") and is by DANIEL WAYNE ATCHISON (hereinafter "Subordinate Mortgagee") and is in favor of SOUTHERN STATES BANK (hereinafter, along with its successors and assigns, "Superior Mortgagee").

WHEREAS, LADCO, INC., an Alabama corporation (hereinafter "Mortgagors") are currently indebted to Subordinate Mortgagee, and such indebtedness is secured in part by a mortgage, dated February 1, 2011, and recorded as Instrument No. 20110203000037830 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 \$365,000.00 (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 thirty (30) 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:

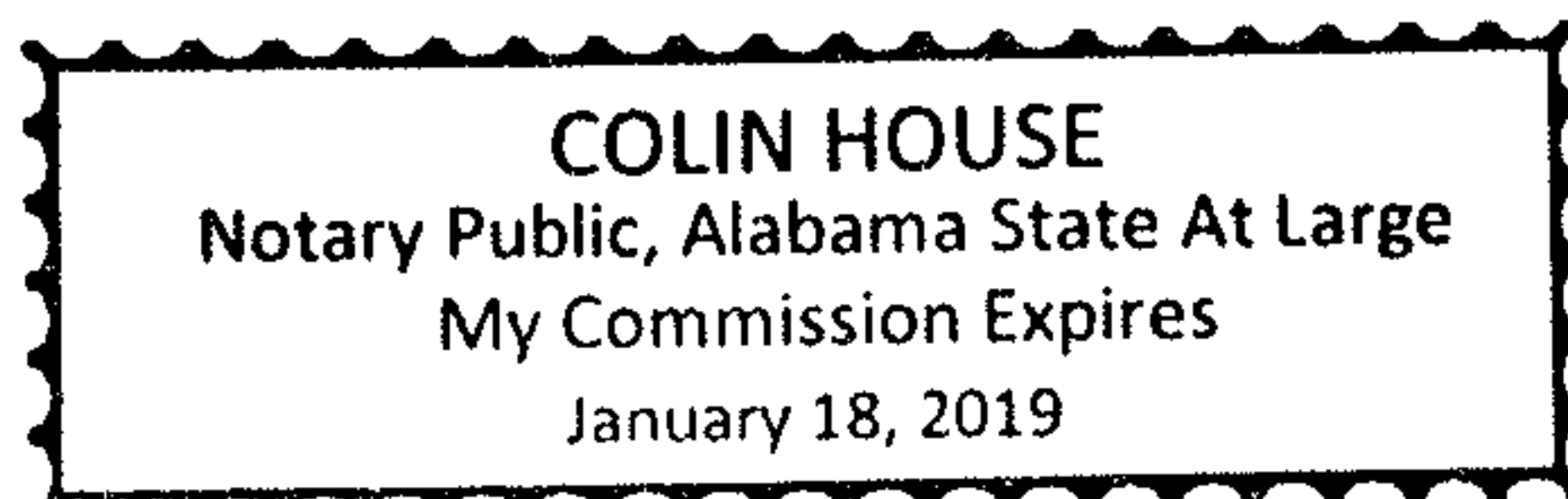

DANIEL WAYNE ATCHISON (Individually)

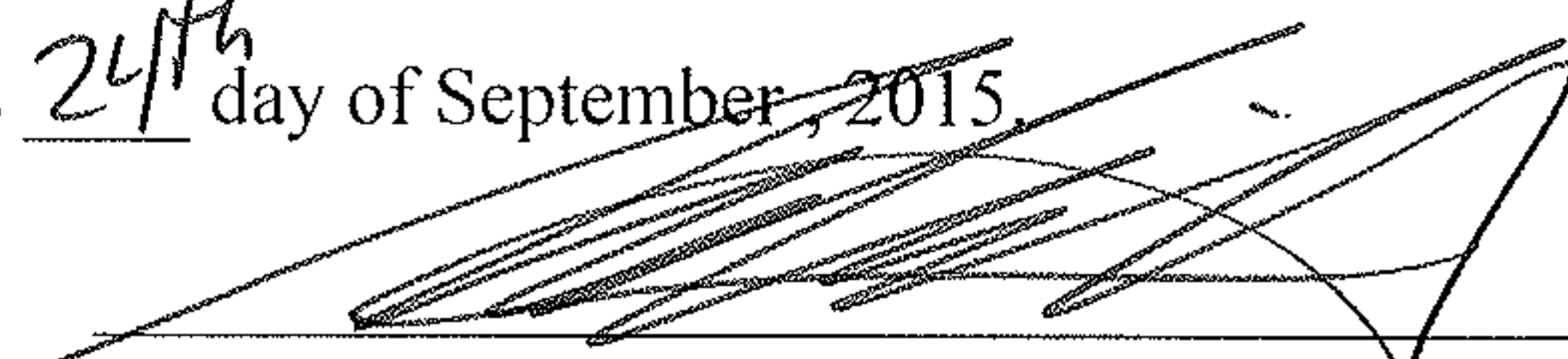
STATE OF ALABAMA
COUNTY OF JEFFERSON

ACKNOWLEDGMENT OF SUBORDINATE MORTGAGEE

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DANIEL WAYNE ATCHISON, whose name is 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 seal of office this 24th day of September, 2015.



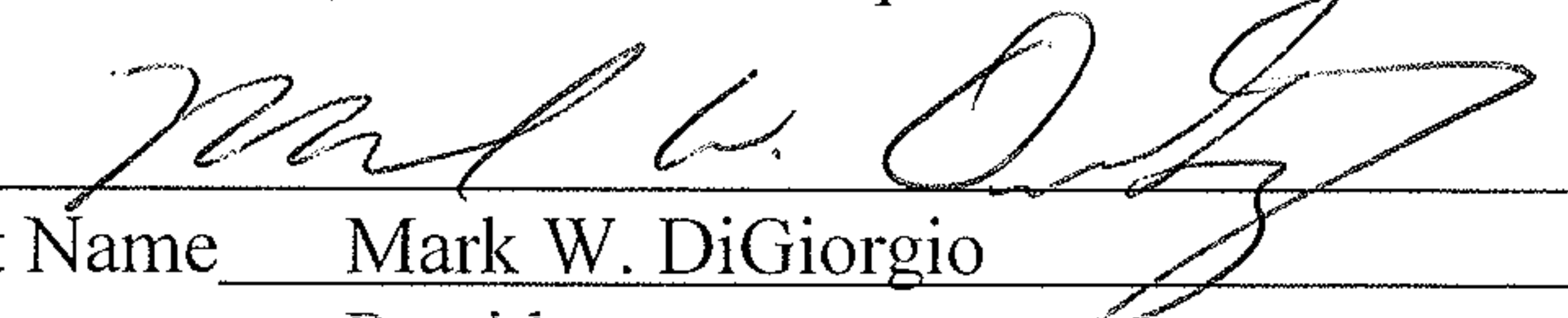

Notary Public
My Commission Expires: 1/18/19

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:

LADCO, INC., an Alabama corporation

BY: 
Print Name Mark W. DiGiorgio
Title: President

THIS INSTRUMENT PREPARED BY:
Colin House
Engel Hairston and Johanson P.C.
P.O. Box 11405
Birmingham, Alabama 35202
(205) 328-4600

EXHIBIT "A"
TO
MORTGAGE SUBORDINATION AGREEMENT

A parcel of land located in the South $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ and the North $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 14, Township 20 South, Range 3 West, Shelby County, Alabama, described as follows: Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 14; thence run South along the East line of said $\frac{1}{4}$ - $\frac{1}{4}$ section 794.94 feet to a point on the centerline of Lee Street; thence right 13 degrees 12 minutes 00 seconds and run Southwesterly 588.83 feet along center of Lee Street; thence right 85 degrees 05 minutes 00 seconds leaving Lee Street in a Westerly direction 618.24 feet to the point of beginning and the top edge of a quarry and run more or less along the top edge of said quarry the following angles and distances: thence right 128 degrees 24 minutes 45 seconds and run Northeasterly 116.18 feet; thence right 12 degrees 18 minutes 49 seconds and run Northeasterly 99.39 feet; thence left 21 degrees 5 minutes 13 seconds and run Northeasterly 99.39 feet; thence left 21 degrees 57 minutes 13 seconds and run northerly 99.39 feet; thence left 21 degrees 57 minutes 13 seconds and run Northerly 99.39 feet; thence left 22 degrees 49 minutes 22 seconds and run Northwesterly 107.15 feet; thence right 61 degrees 12 minutes 05 seconds leaving top of quarry in Northeasterly direction 55.78 feet to the Southerly right of way of Industrial Park Road; thence left 92 degrees 28 minutes 38 seconds and run Northwesterly along said right of way 146.74 feet to a point on a curve to the left having a central angle of 14 degrees 56 minutes 30 seconds and a radius of 609.31 feet; thence along the arc of said curve in a Northwesterly direction 158.90 feet; thence run tangent to said curve in a Northwesterly direction 300.00 feet; thence left 107 degrees 30 minutes 33 seconds leaving said right of way in a Southerly direction 254.00 feet; thence right 97 degrees 01 minutes 02 seconds and run 382.42 feet; thence left 33 degrees 06 minutes 09 seconds and run 47.20 feet; thence right 35 degrees 24 minutes 14 seconds and run 39.28 feet; thence left 34 degrees 48 minutes 34 seconds and run 103.62 feet; thence right 8 degrees 29 minutes 46 seconds and run 91.78 feet; thence left 20 degrees 14 minutes 59 seconds and run 241.36 feet; thence left 43 degrees 54 minutes 15 seconds and run 103.94 feet; thence left 3 degrees 20 minutes 24 seconds and run 115.39 feet; thence left 22 degrees 48 minutes, 47 seconds and run 12.10 feet; thence left 78 degrees 45 minutes 52 seconds and run 9.38 feet; thence right 67 degrees 27 minutes 38 seconds and run Southeasterly 39.58 feet; thence left 11 degrees 01 minutes 43 seconds and run Southeasterly 147.28 feet; thence left 7 degrees 41 minutes 18 seconds and run Southeasterly 176.48 feet; thence right 34 degrees 50 minutes 53 seconds and run Southerly 54.92 feet; thence left 30 degrees 32 minutes 14 seconds and run Southeasterly 132.57 feet; thence right 3 degrees 05 minutes 06 seconds and run Southeasterly 306.01 feet; thence left 44 degrees 37 minutes 55 seconds and run Easterly 24.84 feet; thence left 10 degrees 00 minutes 00 seconds and run Easterly for 145.00 feet; thence left 7 degrees 20 minutes 00 seconds and run Northeasterly 100.00 feet; thence left 16 degrees 00 minutes 00 seconds and run Northeasterly 176.27 feet; thence left 59 degrees 10 minutes 10 seconds and run Northerly 64.87 feet; thence left

80 degrees 55 minutes 20 seconds and run northwesterly 0.53 feet; thence right 83 degrees 08 minutes 23 seconds and run Northerly 43.81 feet; thence right 10 degrees 51 minutes 41 seconds and run Northerly 41.49 feet; thence right 2 degrees 07 minutes 44 seconds Northerly 61.23 feet; thence right 3 degrees 49 minutes 13 seconds Northerly 38.45 feet; thence right 4 degrees 09 minutes 09 seconds and run Northerly 31.53 feet; thence right 5 degrees 58 minutes 50 seconds and run Northerly 28.80 feet; thence right 0 degrees 01 minutes 35 seconds and run Northerly 27.10 feet; thence left 6 degrees 49 minutes 20 seconds and run Northerly 35.66 feet; thence left 0 degrees 20 minutes 07 seconds and run 70.61 feet; thence right 7 degrees 26 minutes 57 seconds and run 30.13 feet; thence right 69 degrees 37 minutes 55 seconds and run 29.65 feet to the point of beginning.

According to the survey of Rodney Shiflett, dated June 4, 2002.

Situated in Shelby County, Alabama.

SUBJECT TO:

- i) Taxes and assessments for the year 2015, a lien but not yet payable;
- ii) Transmission Line Permit to Alabama Power Company as recorded in Deed Book 127, Page 566; Deed Book 169, Page 19; Deed Book 182, Page 56 and Deed Book 313, Page 190, in the Probate Office of Shelby County, Alabama;
- iii) Easement to Southern Natural Gas as recorded in Deed Book 143, Page 105, in the Probate Office of Shelby County, Alabama;
- iv) Easement to Plantation Pipeline as recorded in Deed Book Deed Book 112, Page 223, in the Probate Office of Shelby County, Alabama;
- v) Declaration of Easement as recorded in Real 175, Page 253, in the Probate Office of Shelby County, Alabama;
- vi) Permit to South Central Bell as recorded in Deed Book 285, Page 183 and Deed Book 337, Page 237, in the Probate Office of Shelby County, Alabama.
- vii) Encroachment of fence onto the subject property along the Southeasterly line as shown on Plat of Pelham Industrial Park as set out in as recorded in Deed Book 33, Page 215, in the Probate Office of Shelby County, Alabama;
- viii) Title to all minerals within and underlying the premises, together with all mining rights and other rights, privileges and immunities relating thereto as recorded indeed Book 11, Page 344, in the Probate Office of Jefferson County, Alabama; and
- ix) Coal, oil, gas and mineral and mining rights which are not owned by Grantor/Mortgagor.



Filed and Recorded
 Official Public Records
 Judge James W. Fuhrmeister, Probate Judge,
 County Clerk
 Shelby County, AL
 09/25/2015 10:29:23 AM
 \$26.00 CHERRY
 20150925000335980