

After Recording Return To:
First South Farm Credit, ACA
4210 McFarland Blvd.
Northport, AL 35476


20190118000021300 1/7 \$33.00
Shelby Cnty Judge of Probate, AL
01/18/2019 03:30:07 PM FILED/CERT

MORTGAGE SUBORDINATION

Subordination to Conservation Easement Agreement

This Agreement is entered into by and among, First South Farm Credit, ACA, with its principal place of business at 4210 McFarland Blvd., Northport, AL 35476 ("Lender"), Sommerville Family, LLC, an Alabama limited liability company, having an address of 4635 Old Looney Mill Road, Birmingham, AL 35243 ("Owner" and/or "Grantor") and Southern Conservation Trust, Inc., a Georgia nonprofit corporation, having an address at 210 McIntosh Trail, Peachtree City, GA 30269 ("Land Trust" or "Grantee").

WHEREAS, Owner is the owner of that certain real property in Shelby County, Alabama described in Exhibit "A" attached hereto above, and incorporated by this reference for all purposes ("Property"); and

WHEREAS, Lender is the holder of a mortgage made by Owner, Elizabeth DeRamus Sommerville, and William H. Sommerville, III dated October 10, 2014, in the original principal amount of \$408,000.00, recorded on October 20, 2014 in **Instrument # 20141020000330670** in the office of the Judge of Probate of Shelby County, Alabama, (the "Mortgage"); and

WHEREAS, concurrently with this Subordination Agreement, Owner is conveying a conservation easement over the Property to Grantee, ("Easement"); and

WHEREAS, upon Owner's request, Lender has consented to subordinate the Mortgage to the terms of the Easement, which Lender has reviewed and approved; and

WHEREAS, the Easement, which would not otherwise be conveyed by Owner nor accepted by Grantee, is being conveyed and accepted in reliance on this agreement;

NOW, THEREFORE, in consideration of the above and the mutual covenants and promises contained herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is represented and agreed as follows:

1. The Mortgage is subordinated and hereafter shall be junior to the Easement to the extent necessary to permit Grantee to enforce the purpose of the Easement in perpetuity and prevent any modification or extinguishment of the Easement by the exercise of any right of Lender.
2. The priority of the Mortgage with respect to any valid claim on the part of Lender to the proceeds of any sale, or the leases, rents, and profits of the Property, is not affected hereby, and

any lien that may be created by Grantee's exercise of any of its rights under the Easement shall be junior to the Mortgage; provided, however, that if the Easement is terminated, extinguished, or taken (in whole or in part) through the exercise of eminent domain, under any of the circumstances described in the Easement, Grantee shall be entitled to compensation in accordance with the terms of the Easement regarding Proceeds.

3. If at any time in an action to enforce the Easement, Grantee obtains injunctive relief requiring that the Property be restored in any respect, Lender shall not be held liable for any costs of restoration regardless of who is in possession of the Property, unless Lender or its agents or employees is responsible for the condition requiring restoration.

4. In the event of the foreclosure of the Mortgage, whether by judicial decree or pursuant to a power of sale, the Easement shall not be extinguished but shall survive and continue to encumber the Property.

5. This agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors, and assigns.

6. The individual signing below, Kelley Miller, signing on behalf of the Lender, represents and warrants that he has the requisite authority to bind the entity on whose behalf he is signing.

7. An endorsement shall be placed upon the Mortgage and any corresponding promissory note stating it has, by this instrument, been subordinated to the Easement to the extent described herein.

8. This agreement shall be recorded along with the Easement in the Probate Office of Shelby County, Alabama.

[Remainder of this page left intentionally blank, signatures begin on the following page.]


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Entered into this 27th day of December, 2018.

LENDER:

First South Farm Credit, ACA

By: Kelley Miller
Name: Kelley Miller
Its: Branch Manager

Date: 12-26-2018

Attest: Richard L. Ahlquist
Name: Richard L. Ahlquist
Its: Loan Officer

Date: 12/26/18

Signed, sealed, and delivered in the presence of:

Unofficial Witness

Date: _____

Kimberly V. Farmer
Notary Public Kimberly V. Farmer

Date: 12/26/2018

STATE OF Alabama
COUNTY OF Tuscaloosa

My Commission Expires: 10/4/2022

(Notary Seal)

Kimberly V. Farmer
Notary Public, Alabama State At Large
My Commission Expires Oct. 4, 2022



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OWNER:
Sommerville Family, L.L.C.

By: [Signature]
Name:
Its: Member

Date: 12/27/18

Signed, sealed, and delivered in the presence of:

[Signature]
Unofficial Witness John Ennis

Date: 12/27/18

[Signature]
Notary Public

Date: 12/27/18

STATE OF Alabama
COUNTY OF Jefferson

My Commission Expires: _____

(Notary Seal)

LACEY G. PHILLIPS
Notary Public, Alabama State At Large
My Commission Expires April 7, 2020


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GRANTEE:
SOUTHERN CONSERVATION TRUST, INC.
a Georgia non-profit corporation

By: Katie Pace
Its: Executive Director, Katie Pace

Date: 12-27-18

Signed, sealed and delivered in the presence of:

Nick Kilburg
Unofficial Witness Nick Kilburg

Date: 12-27-18

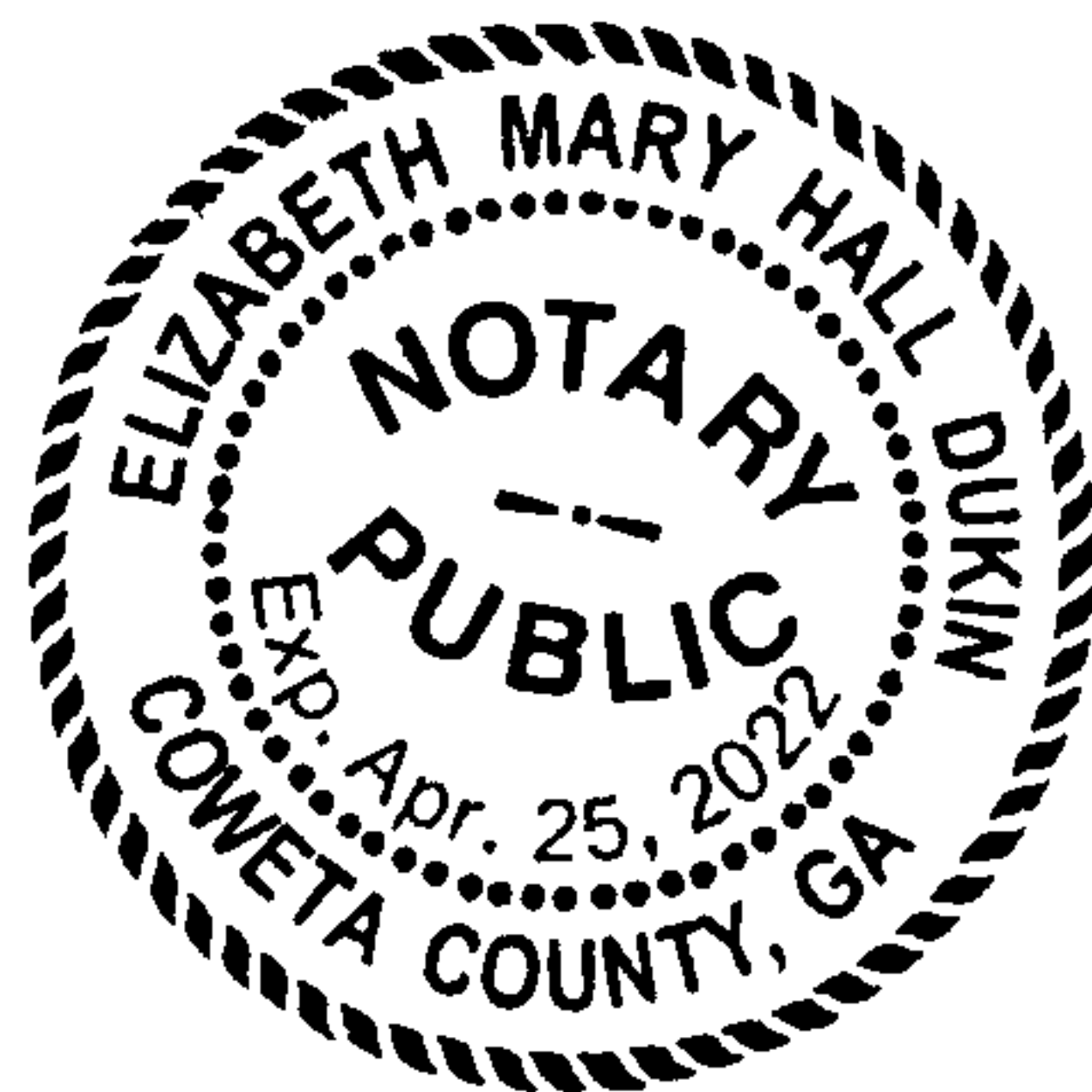
Elizabeth Hall-Dukin
Notary Public Elizabeth Hall-Dukin

Date: 12-27-18

STATE OF Georgia
COUNTY OF Coweta

My Commission Expires: April 25, 2022

(Notary Seal)



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Exhibit A

TRACT 3

A parcel of land being parts of those certain tracts of land as described as Parcel 45 F and Parcel 45 G lying in Section 18 and Section 19, as shown on a plat of "Tract 45 Subdivision", as recorded in Map Book 10, Page 6, in the Office of the Judge of Probate for Shelby County, Alabama. and the SW1/4 of the SE1/4 of Section 18 lying north of said Parcel 45 F, the SE1/4 of the SE1/4 of Section 18 lying north of said Parcel 45 G, and the NW1/4 of the SE1/4 of Section 18, all lying in Township 24 North, Range 15 East of Shelby County, Alabama and being more particularly described as follows:

BEGIN at a capped rebar (Gulf State Paper Corp. LS12709) found marking the SW corner of the SE1/4 of said Section 18; thence run N 03°02'24" W for a distance of 679.78 feet to a capped rebar (Gulf State Paper Corp. LS12709) found marking the NW corner of said Parcel 45 F; thence run N 03°04'40" W for a distance of 2039.07 feet to a 1" open top pipe in rock pile found marking the SW corner of the SW1/4 of the NE1/4 of said Section 18; thence run N 89°16'14" E for a distance of 1366.98 feet to capped rebar (Wheeler) found marking the SW corner of the SE1/4 of the NE 1/4 of said Section 18; thence run S 02°06'11" E for a distance of 1348.89 feet to a set 5/8" rebar; thence run N 88°04'03" E for a distance of 1320.74 feet to a set 5/8" rebar; thence run S 02°06'17" E for a distance of 1358.85 feet to a 4" capped pipe found marking the SE corner of said Section 18; thence run S 01°19'56" E for a distance of 291.36 feet to a found capped rebar (Wheeler); thence run S 01°27'07" E for a distance of 390.15 feet to a found 4"x4" concrete monument with disc (A.P.C.); thence continue S 01°27'07" E for a distance of 30.02 feet to a point on the Northerly bank of Waxahatchee Creek; thence run Northwesterly along the meanderings of said Northerly bank 2848.93 feet, more or less (having a chord bearing of N 65°36'03" W and a distance of 1466.16 feet, more or less) to a point on said Northerly bank at the SE corner of said Parcel 45 F; thence run Southwesterly along the meanderings of said Northerly bank 1362.85 feet, more or less (having a chord bearing of S 78°48'41" W and a distance of 1358.96 feet, more or less) to a point on said Northerly bank; thence leaving said Northerly bank run N 01°57'23" E for a distance of 13.36 feet to a found 1" rod; thence continue N 01°57'23" E for a distance of 285.19 feet to the POINT OF BEGINNING.

The above described parcel of land containing 135.9 acres (5,919,736.4 square feet), more or less.

TRACT 4

A parcel of land being parts of those certain tracts of land as described as the SE1/4 of the NE1/4 and the NE1/4 of the SE1/4 of Section 18, Township 24 North, Range 15 East, Shelby County, Alabama and being more particularly described as follows:

COMMENCE at a capped rebar (Gulf State Paper Corp. LS12709) found marking the SW corner of the SE1/4 of said Section 18; thence run N 03°02'24" W for a distance of 679.78 feet to a capped rebar (Gulf State Paper Corp. LS12709) found marking the NW corner of said Parcel 45 F; thence run N 03°04'40" W for a distance of 2039.07 feet to a 1" open top pipe in rock pile found marking the SW corner of the SW1/4 of the NE1/4 of said Section 18; thence run N 89°16'14" E for a distance of 1366.98 feet to capped


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rebar (Wheeler) found marking the SW corner of the SE1/4 of the NE 1/4 of said Section 18 and the POINT OF BEGINNING; thence run N 00°54'14" W for a distance of 468.31 feet to a found capped rebar (Wheeler); thence run N 02°28'41" W for a distance of 882.51 feet to a capped rebar (Wheeler) found marking the NW corner of said SE1/4 of the NE1/4; thence run N 87°16'47" E for a distance of 1316.71 feet to a drill bit found marking the NE corner of said SE1/4 of the NE1/4; thence run S 02°06'17" E for a distance of 2717.71 feet to a set 5/8" rebar; thence run S 88°04'03" W for a distance of 1320.74 feet to a set 5/8" rebar; thence run N 02°06'11" W for a distance of 1348.89 feet to the POINT OF BEGINNING.

The above described parcel of land containing 81.9 acres (3,568,882.5 square feet), more or less.


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