

*This Instrument Prepared By,
and After Recording Return To:*

William C. Byrd, II
Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203
(205) 521-8000

SUBORDINATION AGREEMENT

This Subordination Agreement (the "Agreement") made as of July 21, 2021 by and among **SouthPoint Bank**, an Alabama state banking corporation ("Lender"), **The North Alabama United Methodist Foundation** ("Existing Lienholder") and **The Church at Cahaba Bend**, a United Methodist Church, an Alabama non-profit corporation (the "Borrower").

WHEREAS, Existing Lienholder has a security interest in the real estate set forth on Exhibit A and attached hereto and made a part hereof (the "Real Estate");

WHEREAS, Borrower has obtained financing from Lender pursuant to a loan in the principal amount of \$1,612,372.23 where the proceeds of which are going to be used to refinance a church on the Real Estate (the "New Loan");

WHEREAS, Borrower has secured such loan from Lender by granting Lender a security interest in all the collateral listed in that certain Mortgage and Security Agreement from Borrower in favor of Lender, as amended or modified, and that certain Assignment of Rents and Leases from Borrower to Lender, as amended or modified (collectively, the "Collateral");

WHEREAS, Lender has provided such financial accommodations to Borrower on the express condition that Existing Lienholder subordinates to Lender any and all interest which it may presently have or may hereafter acquire in and to the Collateral and the proceeds thereof, subject to the terms hereof; and

WHEREAS, Existing Lienholder is willing to subordinate the priority of its security interest in the Collateral in accordance with the terms of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Except as provided herein, Existing Lienholder hereby expressly and unconditionally subordinates and makes junior in all respects to Lender any and all right, title, mortgage and security interest which Existing Lienholder may presently have or hereafter acquire from Borrower in and to the Collateral, all accessions thereto and all proceeds thereof and also subordinates and makes junior in all respects to Lender any indebtedness owed to Existing Lienholder and any debt service payments owed by Borrower to Existing Lienholder. Such subordination shall be effective regardless of the order or time of perfection or the filing of any UCC-1 Financing Statements or other documents affecting the Collateral or the proceeds thereof.

2. Lender has provided such financial accommodations to Borrower in reliance upon this Agreement and, except as provided herein, this Agreement shall constitute a continuing subordination by Existing Lienholder of its security interest in the Collateral for as long as the Borrower is indebted to Lender and/or Lender is committed to provide financial accommodations to Borrower with respect to the Real Estate and Collateral. The respective priorities of Lender and Existing Lienholder in the other assets of Borrower which are not covered by this Agreement shall be determined in accordance with the provisions of the Uniform Commercial Code and other applicable laws.

3. Existing Lienholder shall copy Lender on any notices or correspondence that Existing Lienholder sends to Borrower.

4. Lender shall not renew or refinance the New Loan in an amount exceeding the original principal amount without the prior written consent of Existing Lienholder.

5. Any notice required herein or by applicable law shall be deemed properly given (a) when personally delivered (to the person or department if one is designated below), (b) as of the delivery date shown on the return receipt when sent by United States Mail, certified or registered, postage prepaid, return receipt requested, or (c) one day after the date sent by Federal Express or overnight United States Mail or other national overnight carrier, and addressed in each such case as set forth below:

If to the Borrower: The Church at Cahaba Bend
3721 Highway 52
Helena, Alabama 35080

If to the Existing Lender: United Methodist Foundation of Alabama
~~Post Office Box 360930~~ 898 Arkadelphia Road
Birmingham, Alabama ~~35236~~ 35204

If to the Lender: SouthPoint Bank
Attn: John Sivley
3501 Grandview Parkway
Birmingham, Alabama 35243

With a copy to: William C. Byrd, II, Esq.

Bradley Arant Boult Cummings LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, Alabama 35203

Any party may by notice given as herein provided change its address to another single address.

6. To the extent allowed by applicable law, the Borrower, Existing Lienholder and Lender, after consulting or having had the opportunity to consult with counsel, each knowingly, voluntarily and intentionally waive irrevocably, the right to trial by jury with respect to any legal proceeding based hereon, or arising out of, under or in connection with this Agreement or any other Agreement executed or contemplated to be executed in conjunction with this Agreement, or any course of conduct or course of dealing in which the Lender and the Existing Lienholder and/or the Borrower are adverse parties. This provision is a material inducement for the Lender granting any financial accommodation to the Borrower.

7. This Agreement shall be delivered and accepted in and shall be deemed to be a contract made under and governed by the internal laws of the State of Alabama, and for all purposes shall be construed in accordance with the laws of such State, without giving effect to the choice of law provisions of such State.

8. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, unenforceable or invalid under any jurisdiction, such provision shall as to such jurisdiction, be severable and be ineffective to the extent of enforceability of such provision in any other jurisdiction.

LENDER:

SOUTHPOINT BANK,
an Alabama banking corporation

By: _____

John Sivley, Its Vice President

STATE OF ALABAMA

JEFFERSON COUNTY

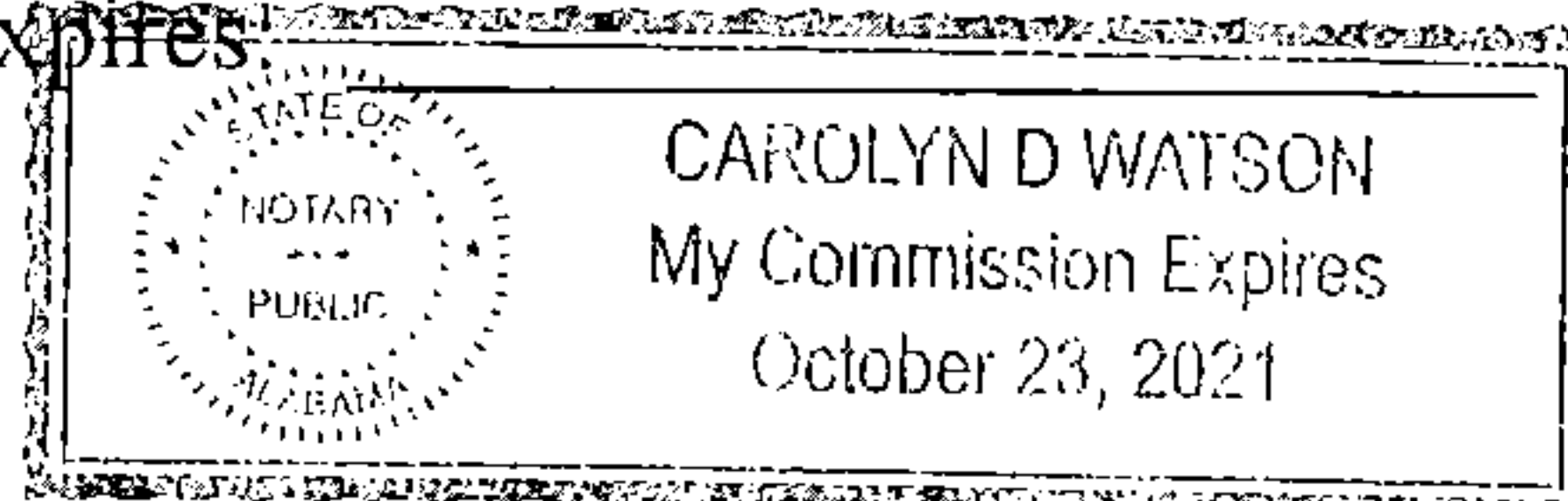
I, the undersigned, a notary public in and for said county in said state, hereby certify that John Sivley, whose name as Vice President of SouthPoint Bank, an Alabama banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said banking corporation.

Given under my hand and official seal this 21 day of July, 2021.

Carolyn D Watson
Notary Public

[NOTARIAL SEAL]

My commission expires:



EXISTING LIENHOLDER:

**THE NORTH ALABAMA UNITED METHODIST
FOUNDATION**

By: Michael L O'Kelley
Name: Michael L. O'Kelley
Its: Executive Director

STATE OF ALABAMA)
 :
 JEFFERSON COUNTY)

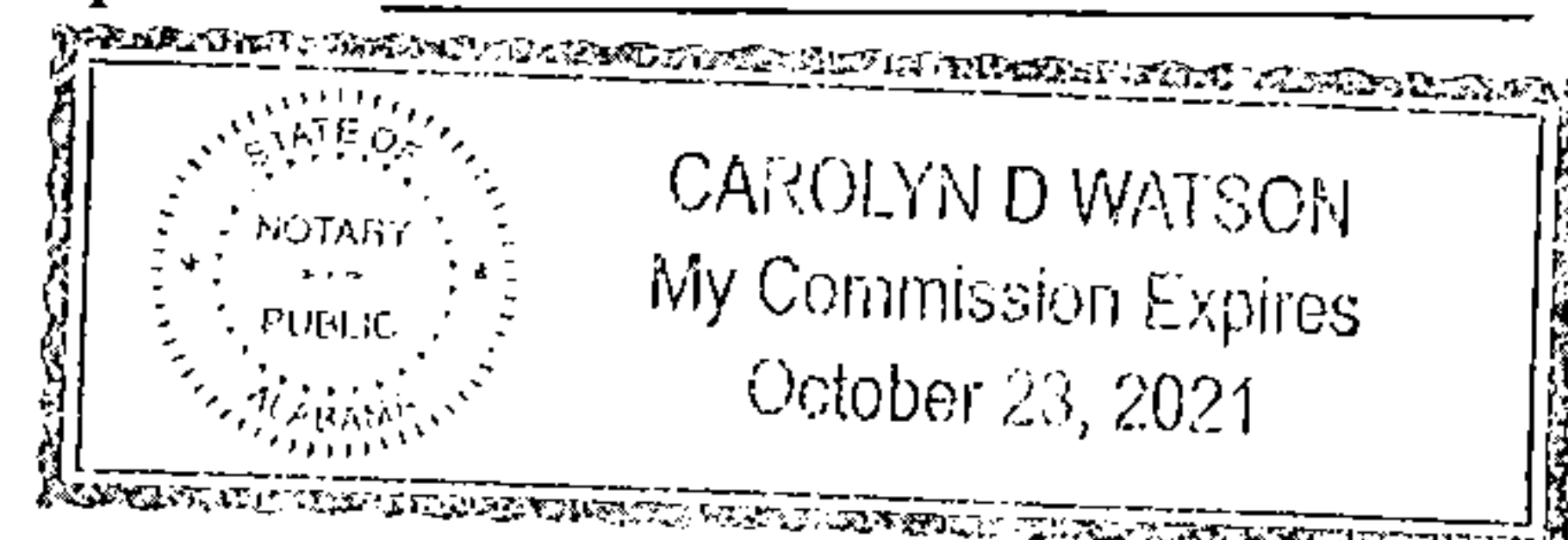
I, the undersigned, a notary public in and for said county in said state, hereby certify that Michael L. O'Kelley, whose name as Executive Director of **The North Alabama United Methodist Foundation**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said foundation.

Given under my hand and official seal this 21 day of July, 2021.

Carolyn D. Watson
Notary Public

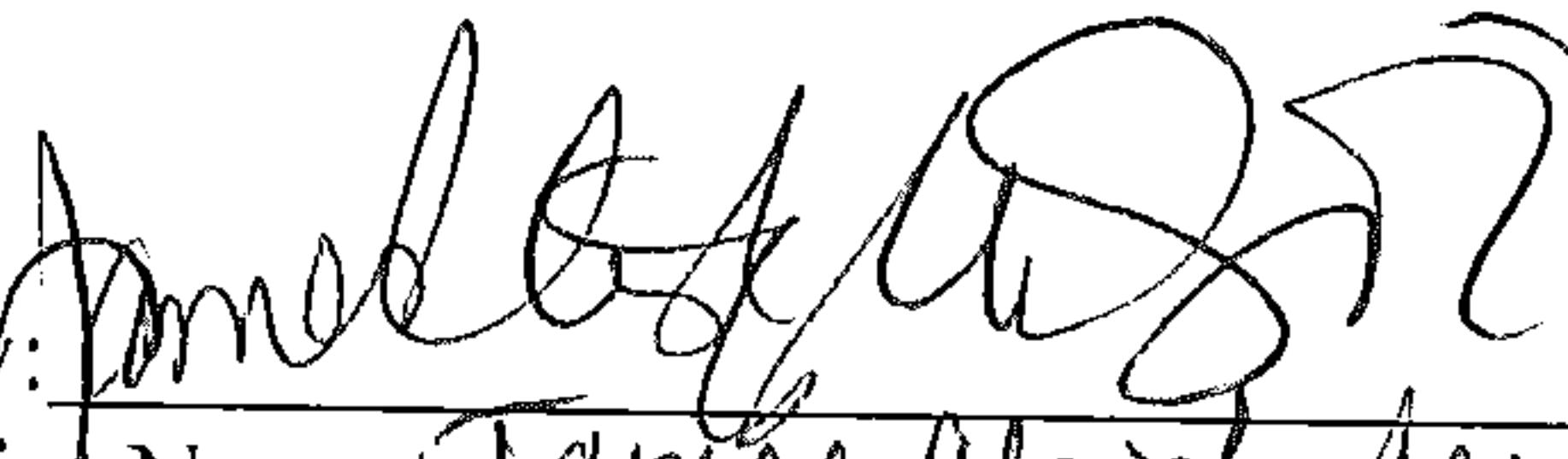
[NOTARIAL SEAL]

My commission expires:



BORROWER:

THE CHURCH AT CAHABA BEND,
a United Methodist Church

By: 
Print Name: James Christopher Smith
Its: Finance Chair

STATE OF ALABAMA

)

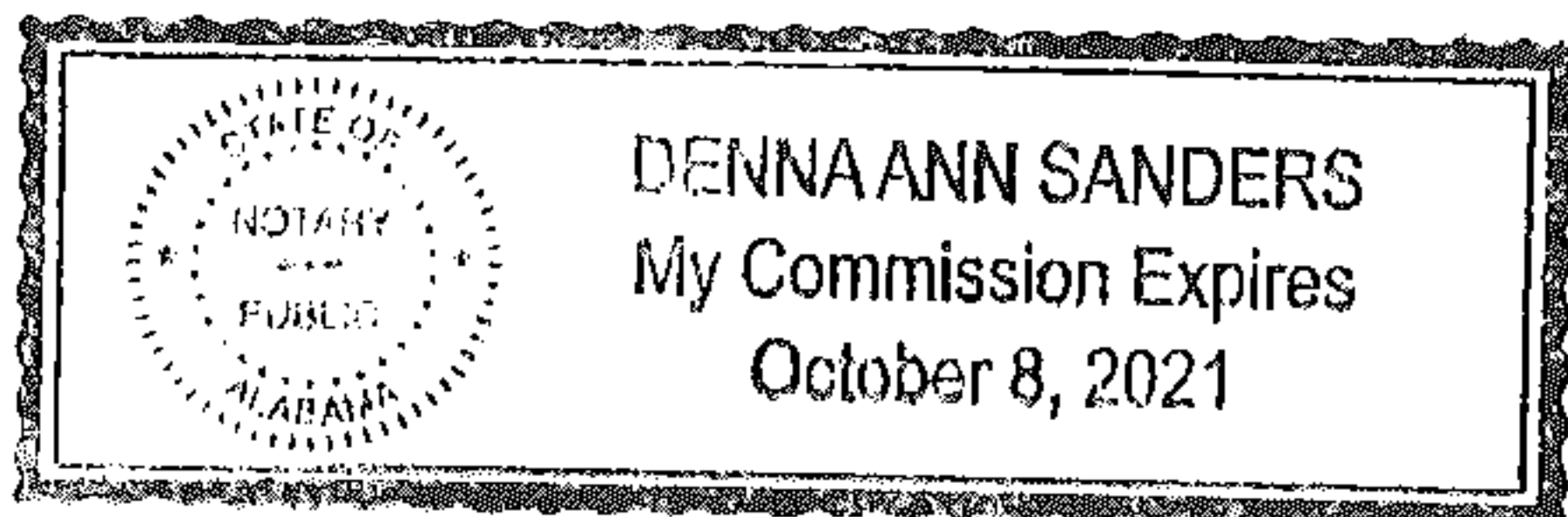
SHELBY COUNTY

:

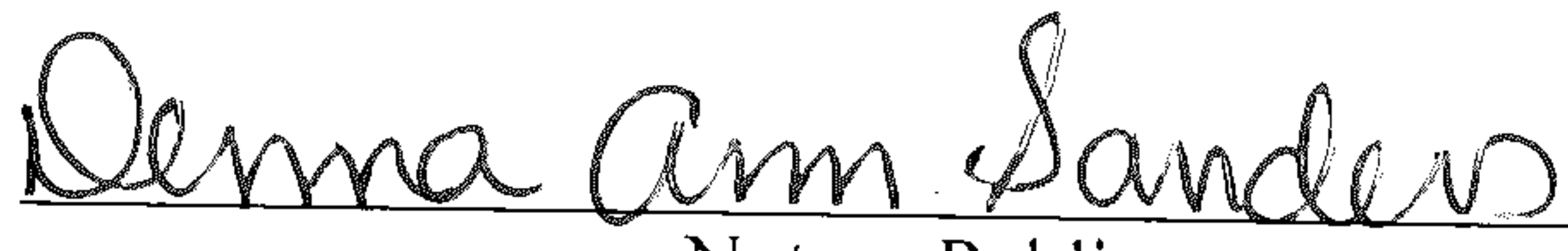
)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James Christopher Smith whose name as Finance Chair of The Church at Cahaba Bend, a United Methodist Church, 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 said instrument, he, as such Finance Chair and with full authority, executed the same voluntarily for and as the act of said United Methodist Church.

Given under my hand and official seal this 21st day of July, 2021.



[NOTARIAL SEAL]


Notary Public

My commission expires: 10-8-2021

Exhibit A"Collateral"

Part of the West ½ of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and being more particularly described as follows:

Commence at the Southwest corner of Section 16, Township 20 South, Range 3 West, Shelby County, Alabama and run North along the West line of same 1890.69 feet to the Point of Beginning of herein described parcel, said point being on a curve on the Northerly Right of Shelby County Highway No. 52; thence continue North along said West line of Section 16, 744.90 feet to a point being 50.00 feet Southeast of and parallel to the Southeasterly Right of Way of the CSX Railroad; thence an interior angle of 105 degrees 39 minutes 20 seconds and run to the right in a Northeasterly direction and parallel to said Right of Way 749.86 feet; thence an interior angle of 89 degrees 47 minutes 17 seconds and run to the right in a Southeasterly direction along a line being the Southwesterly line of a 40 foot Buffer and Open Space paralleling Hillsboro Subdivision, Phase I a distance of 395.62 feet; thence in an interior angle of 171 degrees 56 minutes 23 seconds and run to the right in a Southeasterly direction continuing along said line of Buffer and Open Space 193.43 feet; thence an interior angle of 188 degrees 16 minutes 47 seconds and run to the left in a Southeasterly direction continuing along said line of Buffer and Open Space 129.49 feet; thence in an interior angle of 100 degrees 50 minutes 47 seconds and run to the right in a Southwesterly direction 139.89 feet to the Point of Curve of a curve to the left, said curve having a radius of 200.00 feet and a central angle of 40 degrees 56 minutes 01 seconds; thence continue in a Southwesterly direction along the arc of said curve 142.89 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 57.16 feet to a point on the Northerly Right of Way of Shelby County Highway No. 52, said point being on a curve to the left, having a radius of 714.69 feet and a central angle of 35 degrees 07 minutes 58 seconds; thence an interior angle of 91 degrees 31 minutes 57 seconds to the tangent of said point on curve and run to the right in a Northwesterly to Southwesterly direction along said Right of Way and the arc of said curve 438.24 feet to the Point of Tangent; thence continue in a Southwesterly direction along a line tangent to the end point of said curve 110.61 feet to the Point of Curve of a curve to the left, having a radius of 1534.95 feet and a central angle of 4 degrees 09 minutes 04 seconds; thence continue in a Southwesterly direction along said Right of Way and the arc of said curve 111.21 feet to the Point of Beginning.



Filed and Recorded
 Official Public Records
 Judge of Probate, Shelby County Alabama, County
 Clerk
 Shelby County, AL
 07/22/2021 08:23:48 AM
 \$40.00 CHERRY
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Allen S. Bayl