



20220221000073020 1/5 \$34.00  
Shelby Cnty Judge of Probate, AL  
02/21/2022 10:40:58 AM FILED/CERT

**THIS INSTRUMENT PREPARED BY:**

Courtney Clodfelter  
Bank of America, N.A.  
Westerville - Attn: Notice Desk  
Altair Building  
600 N. Cleveland Avenue, Suite 300  
Westerville, OH 43082

**RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:**

Bank of America, N.A.  
Gateway Village - 900 Building  
NC1-026-06-06  
900 W. Trade Street  
Charlotte, NC 28255

Space above for Recorder's Use

**SUBORDINATION AGREEMENT - LEASE**

This Agreement is made as of February 10, 2022, by and among Raven Paw Enterprises, LLC ("Lessee") and Wolf's Wing Enterprises, LLC ("Lessor") in favor of Bank of America, N.A. ("Bank").

**Factual Background**

A. Lessor and Lessee have entered into a lease agreement dated as of February 10, 2022 ("Lease"), covering certain premises located at 6875 Highway 22, Montevallo, AL 35115 ("Property"). The Property is more particularly described in Exhibit A attached hereto and incorporated herein.

B. Bank is the mortgagee under a MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING ("Mortgage"), dated as of February 10, 2022, which Mortgage will be recorded concurrently herewith in the Official Records of Shelby County, Alabama, encumbering the Property. The Mortgage secures certain obligations to Bank as more particularly described therein (the "Secured Obligations").

C. It is a condition to Bank's extending the Secured Obligations that the lien of the Mortgage shall at all times be senior and prior to the interest of Lessee under the Lease.

**Agreement**

Therefore, Lessor and Lessee agree for the benefit of Bank as follows:

Ref #: 1003579196 : - WOLF'S WING ENTERPRISES, LLC  
Alabama Lease Subordination Agreement



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1. The lien of the Mortgage, and any renewals, extensions, modifications and supplements thereto, shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the Lease, to the leasehold estate created thereby, and to all rights and privileges of Lessee thereunder.

2. The Bank would not extend the Secured Obligations without this Subordination Agreement.

3. Lessee consents to and approves of all provisions of the Secured Obligations and the Mortgage, as the same may be amended from time to time.

4. Lessee intentionally and unconditionally waives, relinquishes and subordinates its interests under the Lease in favor of the lien of the Mortgage and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, a specific loan or other credit accommodation will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

IN WITNESS WHEREOF, the undersigned have executed this Subordination Agreement as of the day and year first above written.

LESSEE:

**Raven Paw Enterprises, LLC**

By:   
Thaddeus Bamberg, Member

LESSOR:

**Wolf's Wing Enterprises, LLC**

By:   
Thaddeus Bamberg, Member



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LESSEE:

**ACKNOWLEDGMENT**

State of \_\_\_\_\_ )

\_\_\_\_\_ County )

I, \_\_\_\_\_ (here insert name and title of the officer) hereby  
certify that \_\_\_\_\_ whose name(s) is/are signed to the foregoing  
conveyance, and who is/are known to me, acknowledged before me on this day that, being informed of  
the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears  
date.

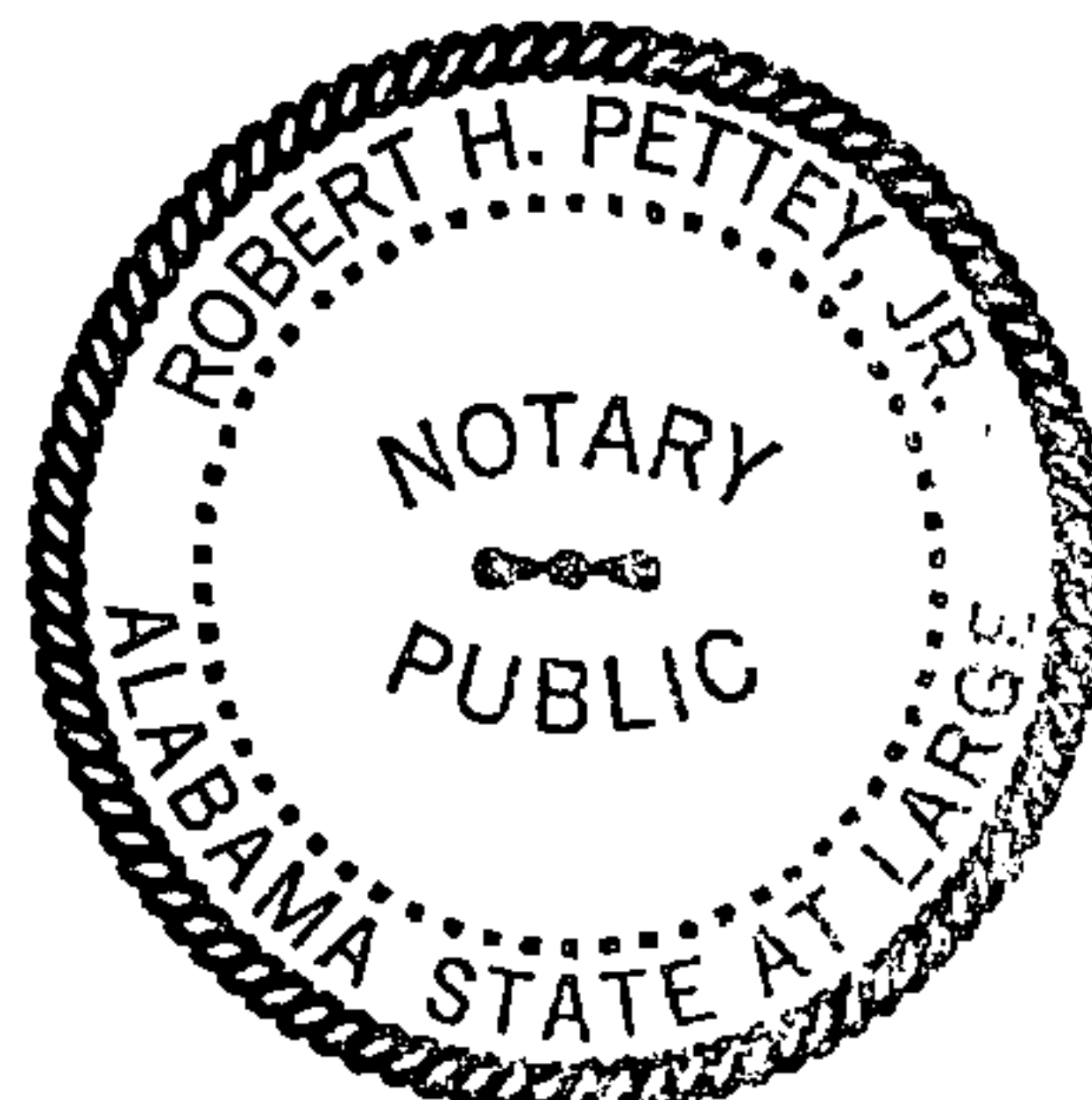
Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

State of Alabama )

Shelby County )

I, Robert H. Petty Jr, a Notary Public in and for said County in said State,  
hereby certify that Thaddus Bamberg whose name as manager of Raven  
Law Enterprises, LLC, a limited liability company, is signed to the foregoing conveyance and who  
is known to me, acknowledged before me on this day that, being informed of the contents of the  
conveyance, he/she, as such manager and with full authority, executed the same  
voluntarily for and as the act of said Raven Law Enterprises, LLC

Given under my hand this the 10 day of Feb, 2022.



My Commission Expires  
January 5, 2026

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Alabama Lease Subordination Agreement





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LESSOR:

ACKNOWLEDGMENT

State of \_\_\_\_\_)

\_\_\_\_\_ County )

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the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears  
date.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

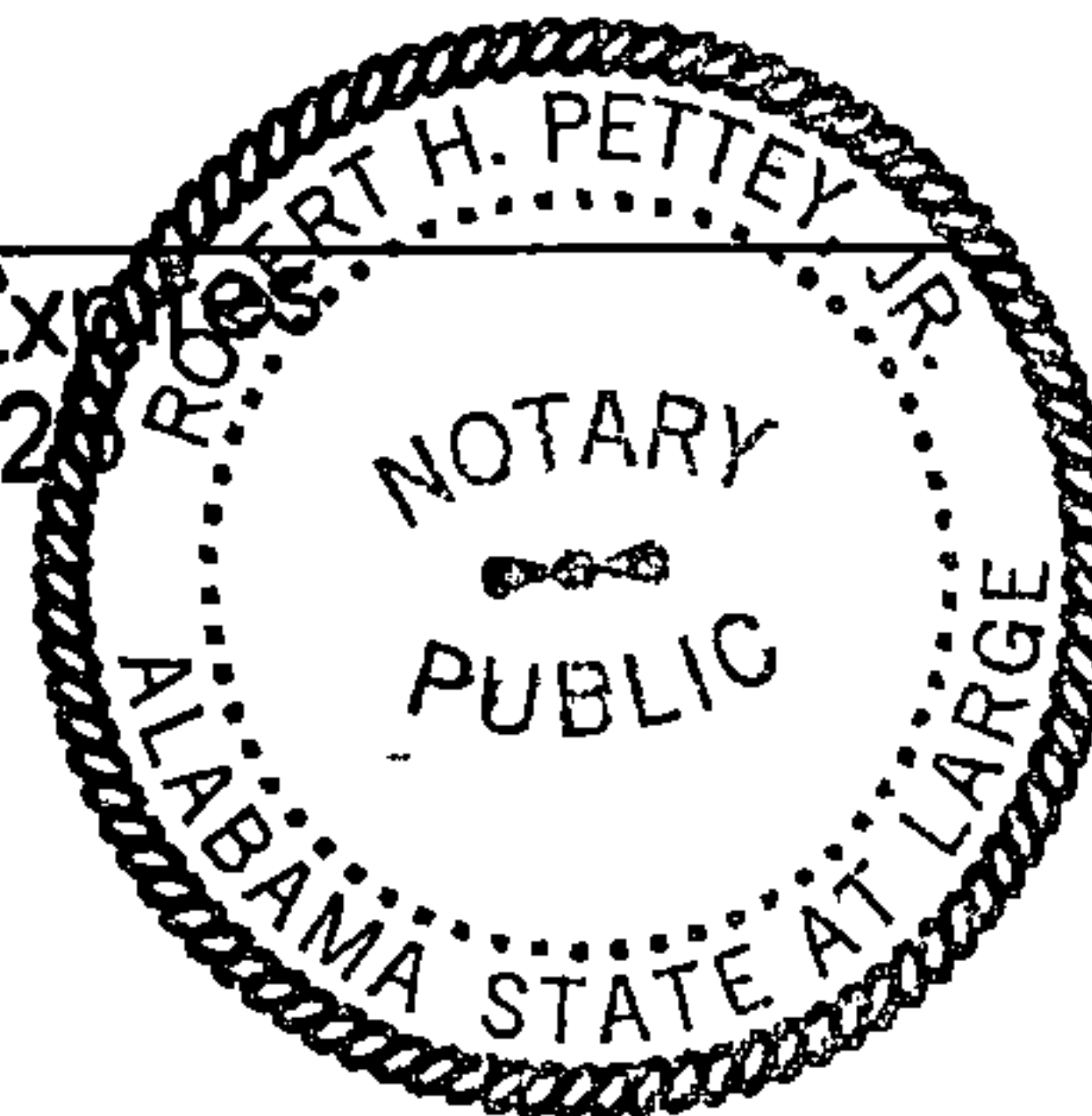
State of Alabama \_\_\_\_\_)

Shelby County )

I, Robert H. Petter, Jr., a notary public in and for said County in said State,  
hereby certify that Thaddeus Bamberg whose name as manager of Wolf's  
Wing Enterprises, LLC, a limited liability company is signed to the foregoing conveyance and who  
is known to me, acknowledged before me on this day that, being informed of the contents of the  
conveyance, he/she, as such manager and with full authority, executed the same  
voluntarily for and as the act of said Wolf's Wing Enterprises, LLC.

Given under my hand this the 10 day of Feb., 2022.

My Commission Expires  
January 5, 2026





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#### EXHIBIT A

A parcel of land lying and being situated in the Northwest Quarter of Section 2, Township 22 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From a point on the Northeasterly right of way line of Shelby County Road No. 22, at a point 40 feet Northeasterly of and perpendicular to highway centerline station 235+00, run Northwesterly along said highway right of way line for 138.1 feet to the point of beginning, said point being a set ½" rebar capped Clinkscapes; thence run N 00°38'45" E for a distance of 158.00 feet to a set ½" rebar capped Clinkscapes; thence run N 84°03'56" W for a distance of 118.40 feet to a found 2" crimp pipe; thence run N 68°02'02" W for a distance of 115.01 feet to a set ½" rebar capped Clinkscapes; thence run S 11°15'34" W for a distance of 135.43 feet to a found concrete monument; thence run S 19°37'22" W for a distance of 10.40 feet to a found concrete monument; thence S 71°49'40" E for a distance of 150.49 feet to a found concrete monument; thence run N 18°58'59" E for a distance of 10.68 feet to a found concrete monument; thence run S 72°20'12" E for a distance of 111.38 feet to the point of beginning.