This instrument prepared by and return to:

Bob Pittenger - (TLC Properties) Lamar Advertising Birmingham

bpittenger@lamar.com/205-599-2700

920 6th Street South

Birmingham, AL 35205

## SUBORDINATION AND RELEASE AGREEMENT

THIS SUBORDINATION AND RELEASE AGREEMENT (this "Agreement") is made and entered into on this 9th day of September, 2025, by Central State Bank, a [corporation] (hereinafter referred to as "Mortgagee"), in favor of TLC Properties, LLC, a Louisiana limited liability company, its successors and assigns (hereinafter referred to as "Grantee").

## RECITALS

Mortgagee has loaned to Johnny Reese ("Grantor", whether one or more) the sum of \$165,500.00. Such loan is evidenced by a note dated May 13, 2024, executed by Grantor in favor of Mortgagee, which note is secured by a mortgage/deed of trust/security deed,/deed to secure debt, or other security agreement recorded as MTG: 20240514000142860 & AOR: 20240514000142870, in the public records of Shelby County/Parish, State of Alabama (the "Mortgage"). Grantor desires to sell/convey/grant/assign an easement/servitude to Grantee (the "Grant(s) of Easement/Servitude") for the location, construction, operation, visibility, and maintenance of and access to outdoor advertising structures, affecting the property securing the Mortgage, which property is described on Exhibit A attached hereto and incorporated herein (the "Property"). Grantor and Grantee have requested that Mortgagee execute this Agreement.

## **AGREEMENT**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagee agrees to forever subordinate the Mortgage to the Grant(s) of Easement/Servitude in favor of Grantee, and to release from the effects of the Mortgage the rights of Grantee, its successors and/or assigns, but only insofar as it bears upon and affects the easement/servitude rights of Grantee to use the Property for the location, construction, operation, visibility, and maintenance of and access to outdoor advertising structures pursuant to and in accordance with the Grant(s) of Easement/Servitude. The easements/servitudes and rights created by the Grant(s) of Easement/Servitude shall continue in full force and effect, not in any way be affected by any foreclosure of the Mortgage or other transfer by deed-in-licu of

foreclosure of the Property, and the purchaser at a foreclosure sale or such other transfer shall take ownership of said Property subject to said Grant(s) of Easement/Servitude and the rights and easements/servitudes created therein. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns. Neither the Mortgage nor any other security instrument executed in connection therewith shall encumber or be construed as subjecting in any manner to the lien thereof, any trade fixtures, signs or other personal property at any time furnished or installed by or for Grantee or its subtenants, licensees, successors or assigns on the Property, regardless of the manner or mode of attachment thereof.

[SIGNATURE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by the undersigned officer effective as of the day and date first set forth above.

By: By: Byan & Mortgagee:

By: Byan & Mortgagee:

Its: Bryan & Mortgagee

Its: MP-Lending Officer

State of ALARAMA

County/Parish of SHEUBY

1, the undersigned Notary Public, hereby certify that Bryan & Mortgage, who is the AVP of CENTIAL STATE BANDAGE 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 Mortgagee.

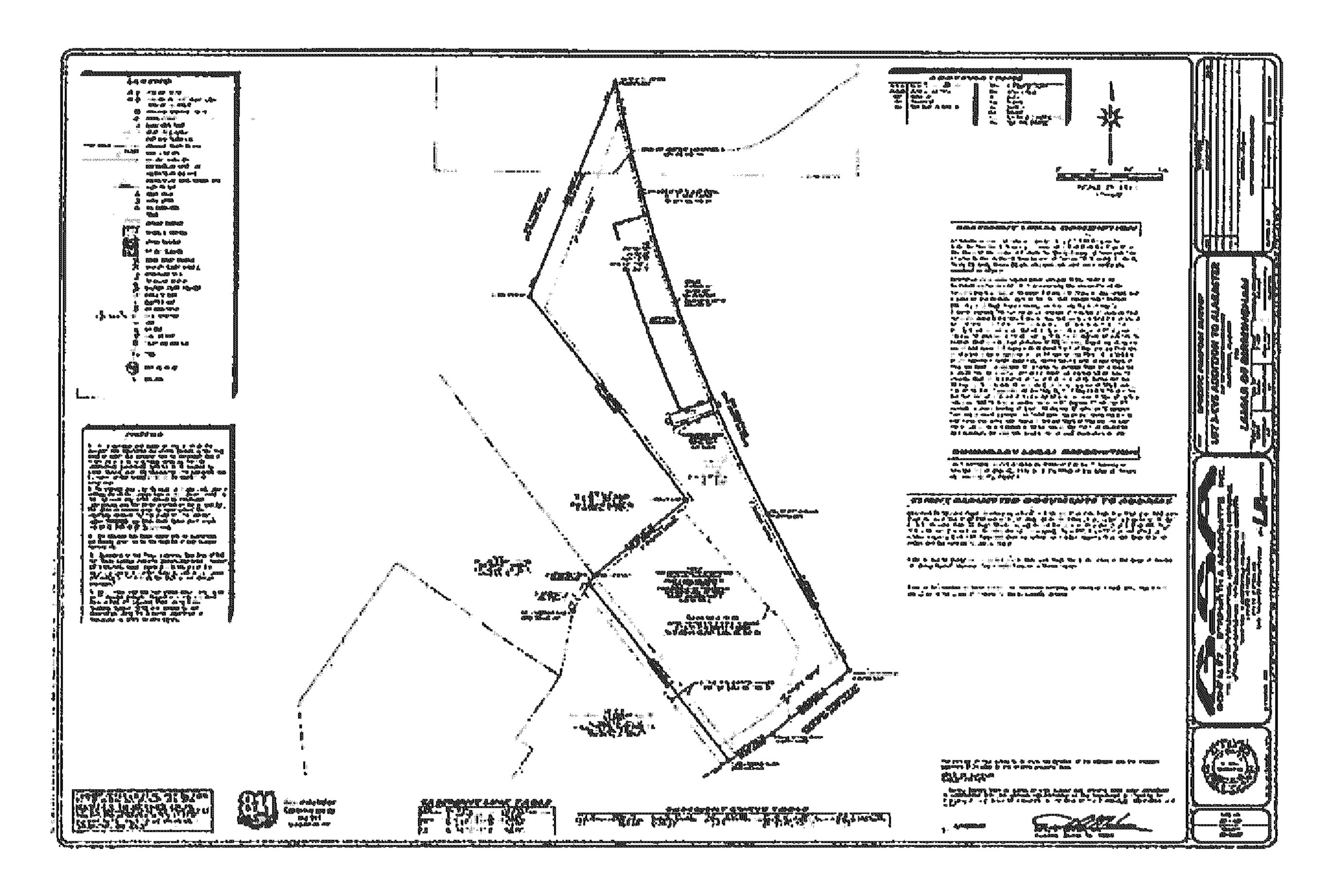
Given my hand and official seal this 5 day of September, 2025

Notary Public

My commission expires:



## EXHIBITA



An easement over and across a portion of Lot 3 CSV Addition to Alabaster Plat No. 2 Resurvey as recorded in Plat Book 60, Page 14 in the Office of the Judge of Probate for Shelby County, Alabama and being situated in the Northeast One-Quarter of Section 02, Township 21 South, Range 03 West, Shelby County, Alabama and being more particularly described as follows:

Commence at a found capped rebar stamped (GSA) marking the Southeast corner of said Lot 3 and marking the intersection of the Northerly Right of Way of Alabama Highway 119 (Right of Way varies) and a point on the Westerly Right of Way for CSX Transportation Railroad (100' Right of Way), thence leaving the Northerly Right of Way for Alabama Highway 119, run North 27 degrees 01 minutes 51 seconds West along the Westerly Railroad Right of Way and along the East line of Lot 3 for a distance of 200.69 feet to a point, said point lying on a curve to the right with a radius of 1959.86 feet, a central angle of 03 degrees 48 minutes 30 seconds, a chord bearing of North 25 degrees 07 minutes 36 seconds West and a chord distance of 130.24 feet; thence run along the arc of said curve and along said Railroad Right of Way and the East line of said Lot 3 for a distance of 130.27 feet to the POINT OF BEGINNING of the easement herein described; thence leaving said Railroad Right of Way, run South 70 degrees 35 minutes 42 seconds West for a distance of 55.00 feet to a point; thence run North 23 degrees 00 minutes 10 seconds West for a distance of 15.03 feet to a point; thence run North 70 degrees 35 minutes 42 seconds East for a distance of 55.00 feet to a point on the aforementioned Westerly Right of Way of CSX Railroad and the East line of said Lot 3, said point lying on a curve to the left with a radius of 1959.86 feet, a central angle of 00 degrees 26 minutes 22 seconds, a chord bearing of South 23 degrees 00 minutes 10 seconds East and a chord distance of 15.03 feet; thence run along the arc of said curve and along said Westerly Railroad Right of Way and the East line of Lot 3 for a distance of 15.03 feet to the POINT OF BEGINNING. Said easement contains 825 square feet or 0.02 acres more or less.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/18/2025 03:07:20 PM
\$34.00 PAYGE

20250918000287390

alli 5. Buyl