

STATE OF ALABAMA)

COUNTY OF SHELBY)

AFFIDAVIT

Before me, the undersigned Notary Public in and for said County in said State, personally appeared Johnny Reese as _____ of _____, who being by me, first duly sworn, deposed and states as follows:

1. I, Johnny Reese, am the owner of the following described real property to-wit:

SEE EXHIBIT “A” ATTACHED AND MADE A PART HERETO

2. The original Subordination and Release Agreement executed by Kacee Weng , as Vice President of Truist Bank, dated May 7, 2025, was never recorded into the Shelby County Probate Court.
3. I have conducted an extensive search and am unable to locate the original Subordination and Release Agreement nor have I been successful in obtaining a new quitclaim deed.
4. The purpose of this affidavit is to permit the recording of a copy of the original Subordination and Release Agreement that I have maintained in my possession and control since the time of conveyance.

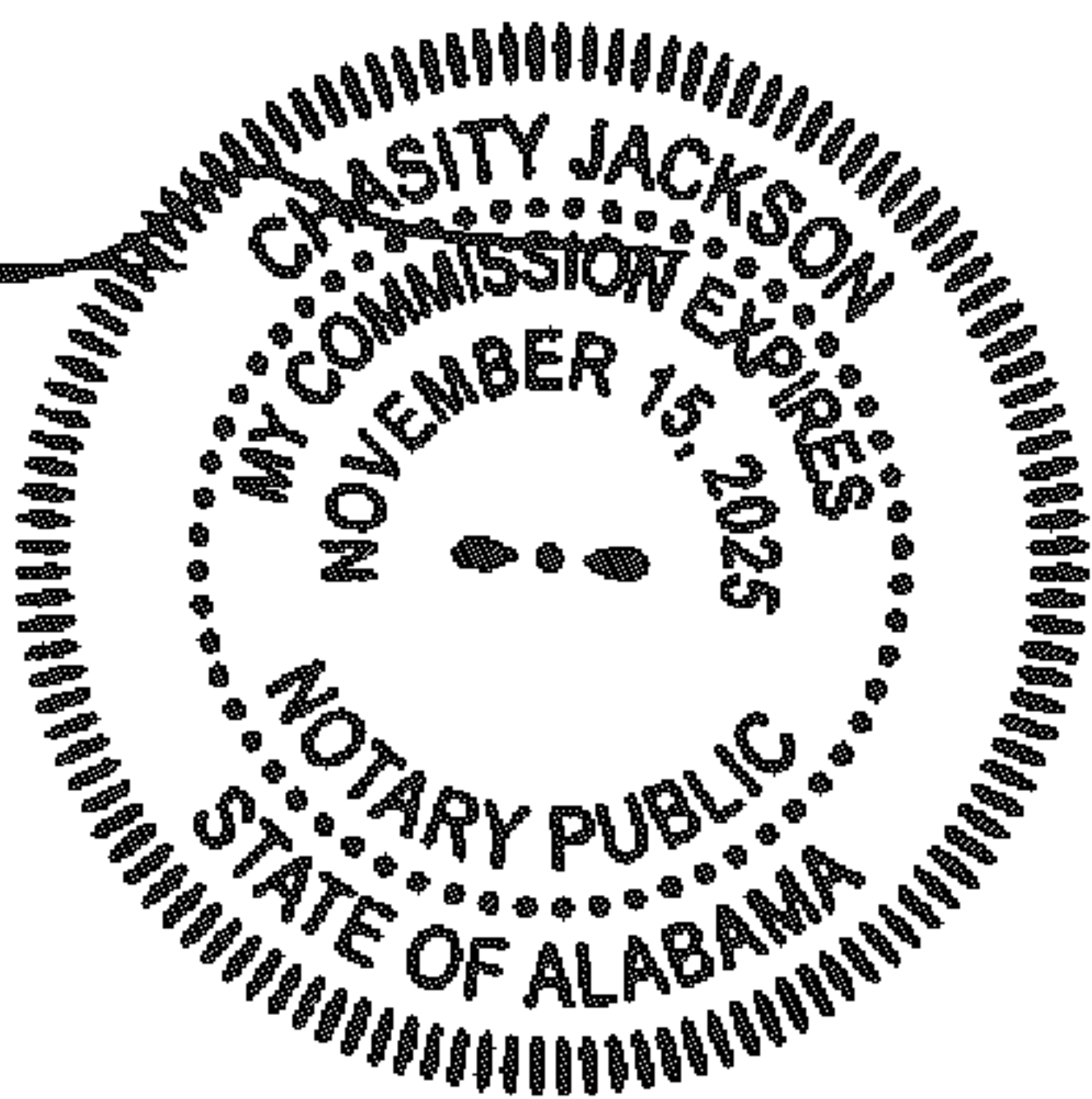
The undersigned hereby requests the title company to issue its policy or policies of title insurance, or endorsements thereto, upon said real estate without exception therein as to said Subordination and Release Agreement and in consideration thereof, and as an inducement therefor the undersigned does hereby agree to **indemnify and hold harmless** First American Title Insurance Company and Statewide Title Services, Inc. from any and all loss, cost, damage and expense of every kind including attorney’s fees, which said title company and law firm shall suffer or may suffer or incur or become liable for under its said policy or policies now to be issued, or any reissue, renewal or extension thereof, or a new policy anytime issued upon said real estate, part thereof or interest therein arising, directly or indirectly, of or on account of said recording of a copy of the original Subordination and Release Agreement.

In Witness thereof, I have hereunto set my hand and seal on this 8 day of September, 2025.

Johnny W Reese
Name: Johnny Reese
Its: Pres.

Sworn to and subscribed before me a Notary Public this the 8th day of Sept., 2025

Chasity Jackson
Notary Public
My Commission Expires:



This instrument prepared by and return to:

SUBORDINATION AND RELEASE AGREEMENT

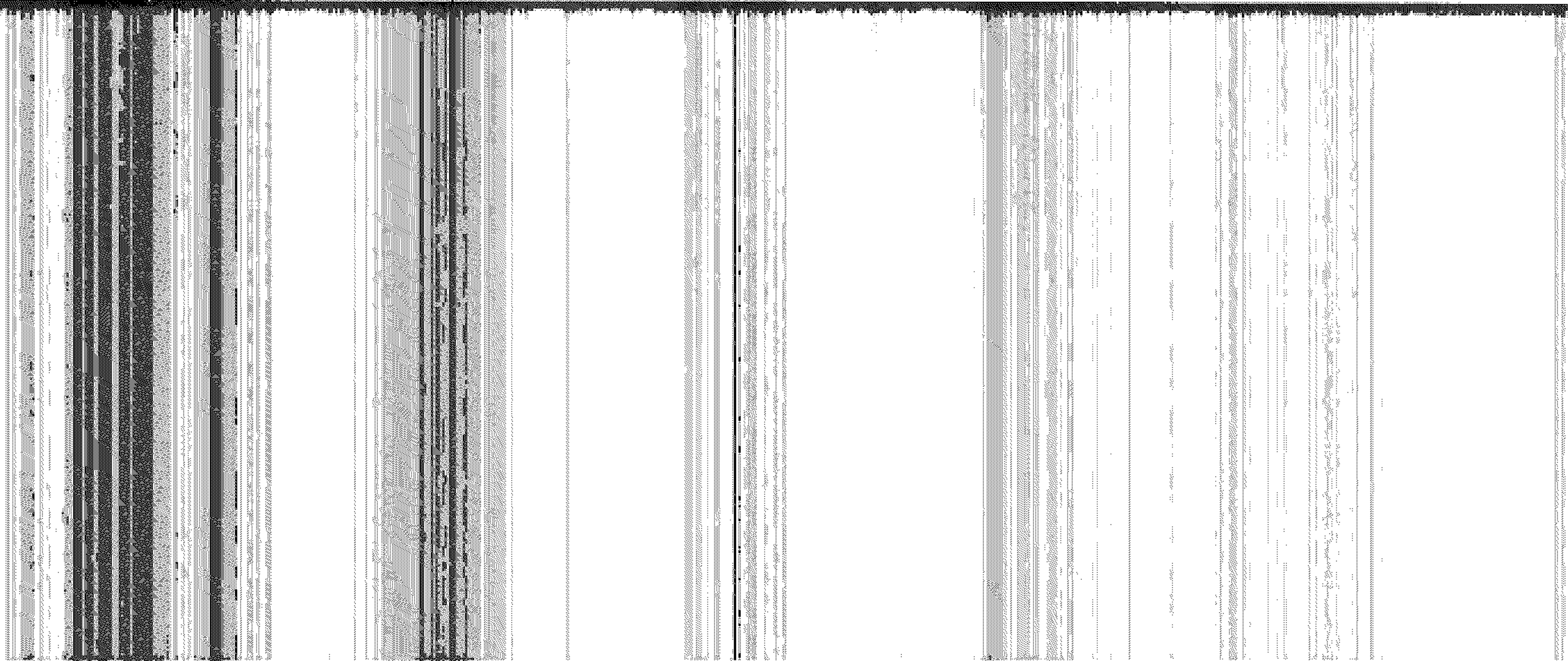
THIS SUBORDINATION AND RELEASE AGREEMENT (this “Agreement”) is made and entered into on this 7th day of May, 2025, by Truist Bank, a North Carolina corporation (hereinafter referred to as “Mortgagee”), in favor of TLC Properties, LLC, a Louisiana limited liability company, its successors and assigns (hereinafter referred to as “Grantee”).

RECITALS

Mortgagee has loaned to JOHNNY W REESE (“Grantor”, whether one or more) the sum of \$420,000.00. Such loan is evidenced by a note dated 12/17/2018, 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 20181219000443270, in the public records of Shelby County, 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.

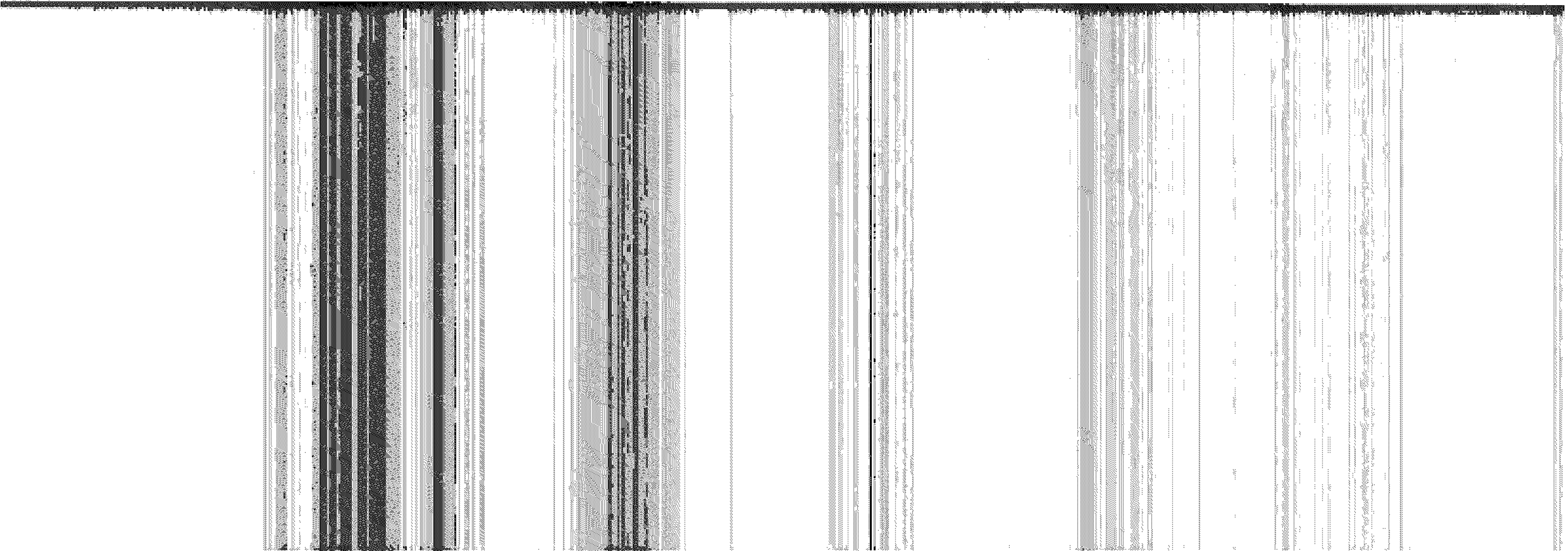
AGREEMENT

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-lieu 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.

Mortgagee:

By: Kacee Weng
Printed Name: Kacee Weng
Its: Vice President / Asset Manager

State of GEORGIA
County/Parish of FULTON

I, the undersigned Notary Public, hereby certify that KACEE WENG, who is the VP of TRUST, 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 Mortgagee.

Given my hand and official seal this 7TH day of MAY, 2025

Cassandra Bush

Notary Public

My commission expires:

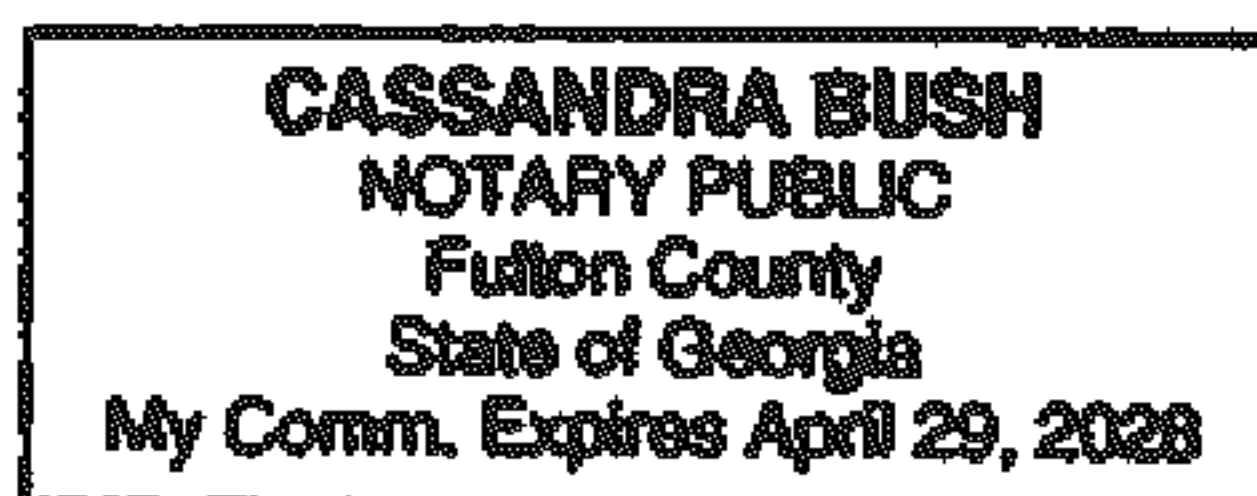


EXHIBIT A

Commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 2, Township 21 South, Range 3 West; run thence in an Easterly direction along the South line of said 1/4 - 1/4 section for a distance of 925.85 feet to a point on the Southwesterly right of way line of L & N Railroad; thence turn an angle to the left of 104 degrees 16 minutes 09 seconds to the tangent of the following described course; said course being situated on a curve to the left having a central angle of 14 degrees 17 minutes 06 seconds and a radius of 1382.40 feet; thence run along the arc of said curve to the left in a Northwesterly direction along the Southwesterly right of way line of L & N Railroad for a distance of 344.66 feet to the end of said curve; thence run along the tangent, if extended to said curve in a Northwesterly direction, continuing along the Southwesterly right of way line of L & N Railroad for a distance of 600.23 feet to the Point of Beginning; from the Point of Beginning thus obtained, thence continue along last described course for a distance of 135 feet to the point of beginning of a curve to the right said curve having a central angle of 2 degrees 9 minutes 14 seconds and a radius of 1959.86 feet; thence run along the arc of said curve to the right in a Northwesterly direction along the Southwesterly right of way line of L & N Railroad for a distance of 73.68 feet; thence turn an angle from a tangent of last described course of 105 degrees 14 minutes 26 seconds and run in a Southwesterly direction for a distance of 213.27 feet; thence turn an angle to the left of 20 degrees 11 minutes 27 seconds and run in a Southwesterly direction for a distance of 11.12 feet to the centerline of a creek; thence turn an angle to the left of 67 degrees 58 minutes 33 seconds and run in a Southeasterly direction along the centerline of a creek for a distance of 157.29 feet; thence turn an angle to the left of 78 degrees 44 minutes 48 seconds and run in a Northeasterly direction for a distance of 184.95 feet to the Point of Beginning.

Also, commence at the Southwest corner of the SE 1/4 of the NE 1/4 of Section 2, Township 21 South, Range 3 West, run thence in an Easterly direction along the South line of said 1/4 - 1/4 section for a distance of 925.85 feet to a point on the Southwesterly right of way line of L & N Railroad; thence turn an angle to the left of 104 degrees 16 minutes 09 seconds to the tangent of the following described course; said course being situated on a curve to the left having a central angle of 14 degrees 17 minutes 06 seconds and a radius of 1382.40 feet; thence run along the arc of said curve to the left in a Northwesterly direction along the Southwesterly right of way line of L & N Railroad for a distance of 344.66 feet to the end of said curve; thence run along the tangent, if extended, to said curve in a Northwesterly direction along the Southwesterly right of way line of L & N Railroad for a distance of 735.23 feet to the point of beginning of a curve to the right, said curve having a central angle of 2 degrees 9 minutes 14 seconds and a radius of 1959.86 feet; thence run along the arc of said curve to the right in a Northwesterly direction continuing along the Southwesterly right of way line of L & N Railroad for distance of 73.68 feet to the Point of Beginning; from the point of beginning thus obtained, turn an angle to the left of 105 degrees 14 minutes 26 seconds from a tangent of last described course and run in a Southwesterly direction for a distance of 78.0 feet; thence turn an angle to the right of 93 degrees 27 minutes 39 seconds and run in a Northwesterly direction for a distance of 292.09 feet; thence turn an angle to the right of 57 degrees 05 minutes 03 seconds and run in a Northeasterly direction for a distance of 263.72 feet to a point on the Southwesterly right of way line of L & N Railroad; thence turn an angle to the right of 147 degrees 59 minutes 50 seconds to the tangent of the following described course, said course being situated on a curve to the left having a central angle of 13 degrees 18 minutes 06 seconds and a radius of 1959.86 feet; thence run along arc of said curve to the left in a Southeasterly direction along the Southwesterly right of way line of L & N Railroad for a distance of 455 feet to the Point of Beginning.

EXHIBIT "A"
LEGAL DESCRIPTION

The Land referred to herein below is situated in the County of Shelby, State of Alabama and is described as follows:

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.



Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
09/18/2025 03:07:21 PM
\$37.00 PAYGE
20250918000287400

Allen S. Bayl