

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made, executed and delivered by BancorpSouth Bank (the "Prior Lender") as of the 6th day of August, 2009 in favor of and for the benefit of **BANCORPSOUTH MORTGAGE** (the "Lender") for the purposes herein stated.

WITNESSETH:

WHEREAS, the Prior Lender has previously made a loan, which was secured by three separately recorded mortgages, (the "Prior Loan") to Ronald C. Norris and Nancy A. Norris, husband and wife, (collectively the "Borrower"). The three mortgages ("Prior Mortgages") were recorded as follows:

1. Mortgage from Ronald C. Norris and Nancy A. Norris to BancorpSouth Bank, dated August 8, 2008, in the amount of \$400,000, and recorded in Instrument No. 20080815000328580 in the Probate Office of Shelby County, Alabama;
2. Mortgage from Ronald C. Norris and Nancy A. Norris to BancorpSouth Bank, dated September 29, 2008 in the amount of \$500,000 and recorded in Instrument No. 20081006000394090 in the Probate Office of Shelby County, Alabama;
3. Mortgage from Ronald C. Norris and Nancy A. Norris to BancorpSouth Bank, dated December 8, 2008 in the amount of \$250,000 and recorded in Instrument No. 200812180000468870 in the Probate Office of Shelby County, Alabama;

The real property encumbered by these mortgages is described as:

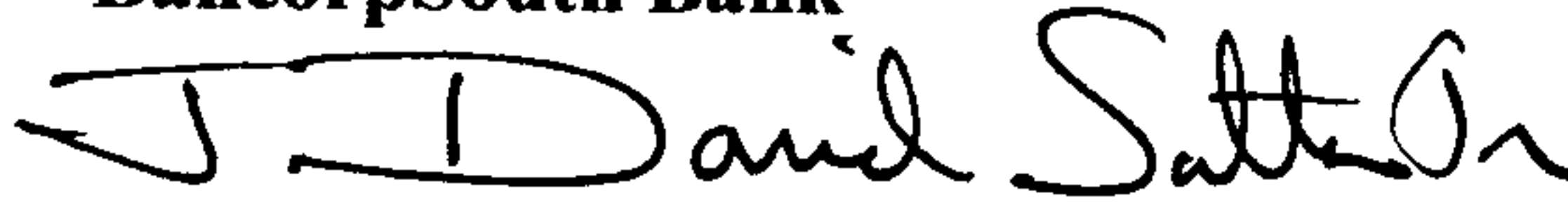
Lot #77, according to the Survey of Shoal Creek, as recorded in Map Book 6, Page 150, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama

WHEREAS, Lender is making a new loan ("New Loan") to Borrower in the amount of \$417,000.00 but will not do so unless Prior Lender agrees that its mortgages will be subordinate to the mortgage of Lender on the New Loan in the amount of \$417,000.00 and Prior Lender has agreed to Lender's request to subordinate its mortgages.

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the New Loan, Prior Lender covenants and agrees that the Mortgages in favor of Prior Lender as described above and all indebtedness and liens evidenced or secured by the Prior Mortgages or any of the other Prior Loan Documents are and shall be junior and subordinate in all respects to the New Loan, the New Mortgage and all of the other New Loan Documents to be evidenced and secured by a BancorpSouth Mortgage dated August 7, 2009.

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

BancorpSouth Bank



BY: J. David Salter, Jr.

ITS: Sr. Vice President & Manager

STATE OF ALABAMA)
 :
COUNTY OF JEFFERSON)

I, Cynthia K. Mitchell, a Notary Public in and for said County, in said State, hereby certify that J. David Salter, Jr., whose name as Sr. Vice President and Manager of **BancorpSouth Bank** is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Subordination Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand this the 6th day of August, 2009.

Cynthia K. Mitchell
Notary Public
My Commission Expires:

! Cynthia K. Mitchell
Notary Public
Alabama State at Large
My Commission Expires March 16, 2011