

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made, executed and delivered by **BancorpSouth Bank** (the "Prior Lender") as of August 23, 2013 in favor of and for the benefit of Bud Weber Mortgages, LLC (the "Lender") for the purposes herein stated.

WITNESSETH:

WHEREAS, the Prior Lender has previously made a loan (the "Prior Loan") to James H. Todd & Susan S. Todd (collectively the "Borrower"), evidenced and secured by a Promissory Note in the amount of \$500,000.00 dated November 19, 2012 as recorded in Instrument 20121128000455140 (the "Prior Mortgage") in the Probate Office for Shelby County, Alabama; and

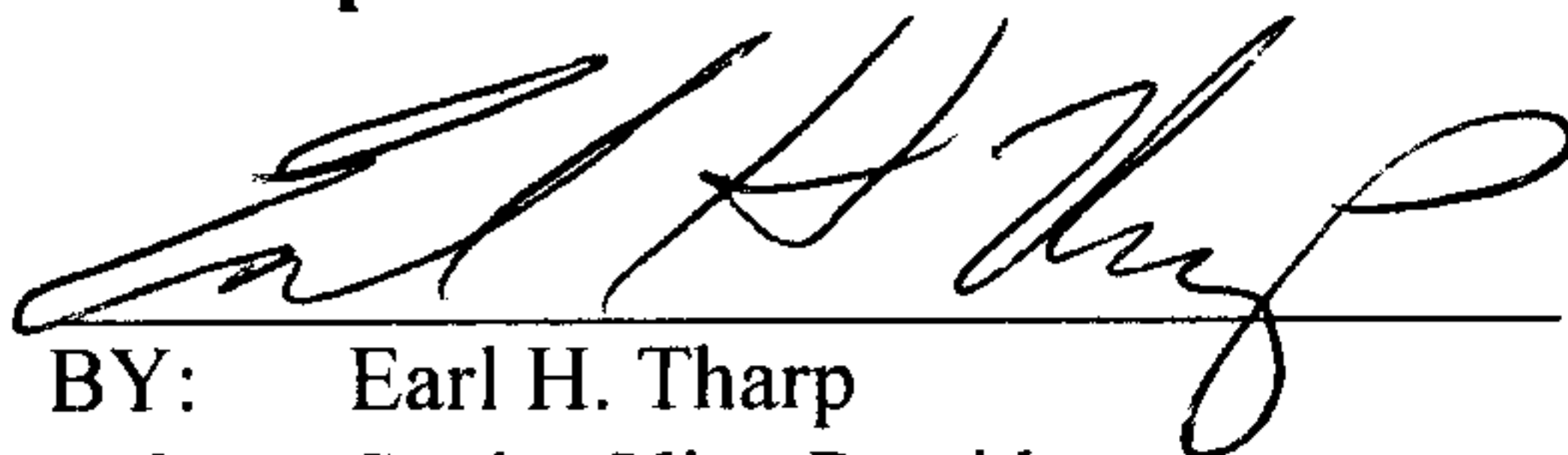
WHEREAS, Lender has agreed to make a new loan in the amount of \$ 412,500.00 (the "New Loan") to the Borrower on the condition that, among other things, the Prior Mortgage, the Prior Loan Documents and all indebtedness secured by the Prior Mortgage or any of the other Prior Loan Documents be junior and subordinate to various agreements, documents, and instruments to be executed by Borrower in connection with the New Loan (collectively the "New Loan Documents") including, without limitation, a promissory note in the amount of \$ 412,500.00, a Mortgage and Security Agreement executed or to be executed by Borrower (the "New Mortgage"), an Assignment of Rents and Leases, UCC-1 Financing Statements, and other agreements, documents, and instruments to be executed in connection with the New Loan. The Prior Lender Mortgage and the New Mortgage cover and relate to the real property described as:


Lot 72-A, according to a Resurvey of Lots 71 and 72 of a Resurvey of Lots 3, 19, 20, 21, 22, 23, 24, 93, 96, 97, 98, 99, 100, 101, 102, 103, 104 and 105 Bulley Creek Farm Development 1st Sector and Acreage, as recorded in Map Book 41, Page 21, in the Probate Office of Shelby County, Alabama.

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 Prior Lender Mortgage and all indebtedness and liens evidenced or secured by the Prior Mortgage 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.

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

BancorpSouth Bank

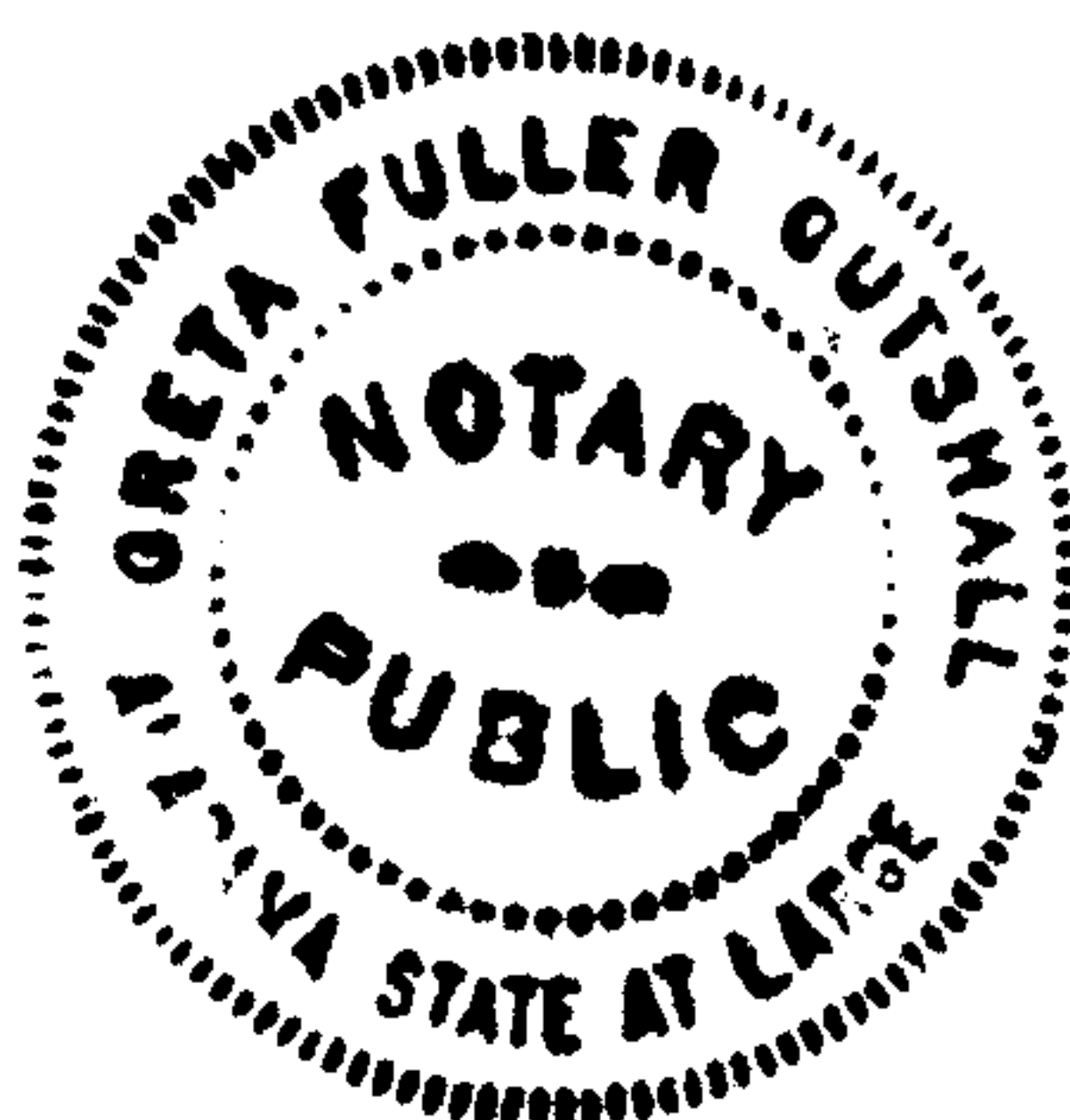

BY: Earl H. Tharp
ITS: Senior Vice President


20130910000368270 1/1 \$14.00
Shelby Cnty Judge of Probate, AL
09/10/2013 03:44:01 PM FILED/CERT

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Greta Fuller Gutshall, a Notary Public in and for said County, in said State, hereby certify that Earl H. Tharp whose name as Senior Vice-President 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/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 23rd day of August, 2013.



Greta Fuller Gutshall
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 8, 2014

prepared by:
Bancorp South
4600 Hwy 200
Birmingham AL 35242