

**This Instrument Prepared by
and to be Returned to:
Timothy D. Davis, Esq.
Sirote & Permutt, P.C.
2311 Highland Avenue South
P. O. Box 55727
Birmingham, Alabama 35255-5727**

STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is entered into effective as of the 22nd day of January, 2007, by **BANCORPSOUTH BANK**, a Mississippi banking corporation ("BancorpSouth"), in favor of **SOUTHEASTERN COMMERCIAL FINANCE, L.L.C.**, an Alabama limited liability company ("Southeastern Commercial Finance").

WHEREAS, as security for certain indebtedness owing by Joseph H. Flemming, Jr. and Susan D. Flemming, husband and wife (individually or collectively, "Mortgagor") to BancorpSouth, Mortgagor executed that certain Mortgage in favor of BancorpSouth dated December 21, 2005, and recorded in the Office of the Judge of Probate of Shelby County, Alabama, on January 20, 2006, as Document #20060120000032260 (together with any and all amendments thereto at any time made, the "BancorpSouth Mortgage") on that certain real property (the "Property") situated in Shelby County, Alabama, and legally described as follows:

Lot 1714, according to the Survey of Eagle Point, 17th Sector, as recorded in Map Book 30, Page 82, in the Probate Office of Shelby County, Alabama;

and

WHEREAS, Southeastern Commercial Finance has agreed to loan funds, on a revolving basis, to Madwood Lumber, L.L.C. ("Borrower") in the maximum amount of \$2,000,000.00 and, as security therefor, the Mortgagor has agreed to deliver to Southeastern Commercial Finance a mortgage on the Property (together with any and all amendments thereto, the "Southeastern Commercial Finance Mortgage"), which Southeastern Commercial Finance Mortgage is to be recorded simultaneously herewith; and

WHEREAS, Southeastern Commercial Finance is willing to loan such funds to Borrower provided that the Southeastern Commercial Finance Mortgage securing the same is a lien upon the Property prior and superior to the lien of the BancorpSouth Mortgage and provided that BancorpSouth will specifically and unconditionally subordinate the lien of the BancorpSouth Mortgage to the lien of the Southeastern Commercial Finance Mortgage; and

WHEREAS, BancorpSouth has agreed to subordinate and waive the priority of the lien of the BancorpSouth Mortgage to the lien of the Southeastern Commercial Finance Mortgage.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. BancorpSouth hereby consents to and approves the delivery by the Mortgagor of the Southeastern Commercial Finance Mortgage on the Property as security for the loan being made by Southeastern Commercial Finance to the Borrower; and

2. BancorpSouth does hereby subordinate the lien of the BancorpSouth Mortgage to the lien of the Southeastern Commercial Finance Mortgage and declares that the Southeastern Commercial Finance Mortgage shall be considered a prior lien on the Property, and shall be entitled to the same rights and privileges, both in law and equity, as it would have had if the Southeastern Commercial Finance Mortgage and any and all amendments thereto at any time made had been executed, delivered and recorded prior to the BancorpSouth Mortgage.

IN WITNESS WHEREOF, BancorpSouth has caused this instrument to be executed by its duly authorized officer effective as of the date first above written.

BANCORPSOUTH BANK

By: A. Michelle Honeycutt
Its: Vice President

STATE OF ALABAMA)
)
COUNTY OF JEFFERSON)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that A. Michelle Honeycutt, whose name as Vice President of BancorpSouth Bank, a Mississippi banking corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, (s)he, as such officer and with full authority, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal, this the 22nd day of January, 2007.

(SEAL)

[Signature]
Notary Public
My Commission Expires: 2/13/07