

STATE OF ALABAMA
SHELBY COUNTY

GENERAL SUBORDINATION AGREEMENT

WHEREAS, CHARLES D. COOK AND ANGELA G. COOK (hereinafter referred to as the "Borrower, whether one or more) has applied to MERCHANTS & FARMERS BANK, its successors and/or assigns, for a loan in the amount of \$176,000.00, to be secured by a mortgage on the property described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION, WHICH IS INCORPORATED HEREIN BY REFERENCE.

WHEREAS, MERCHANTS & FARMERS BANK, has a lien or other interest in said property, which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to said MERCHANTS & FARMERS BANK, and

WHEREAS, said MERCHANTS & FARMERS BANK, is unwilling to make the requested loan to the Borrower unless the lien or other interest in said property is subordinated to the mortgage to be executed by the Borrower to said MERCHANTS & FARMERS BANK.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce said MERCHANTS & FARMERS BANK, to make the requested loan to the Borrower, the undersigned, MERCHANTS & FARMERS BANK, does hereby agrees as follows:

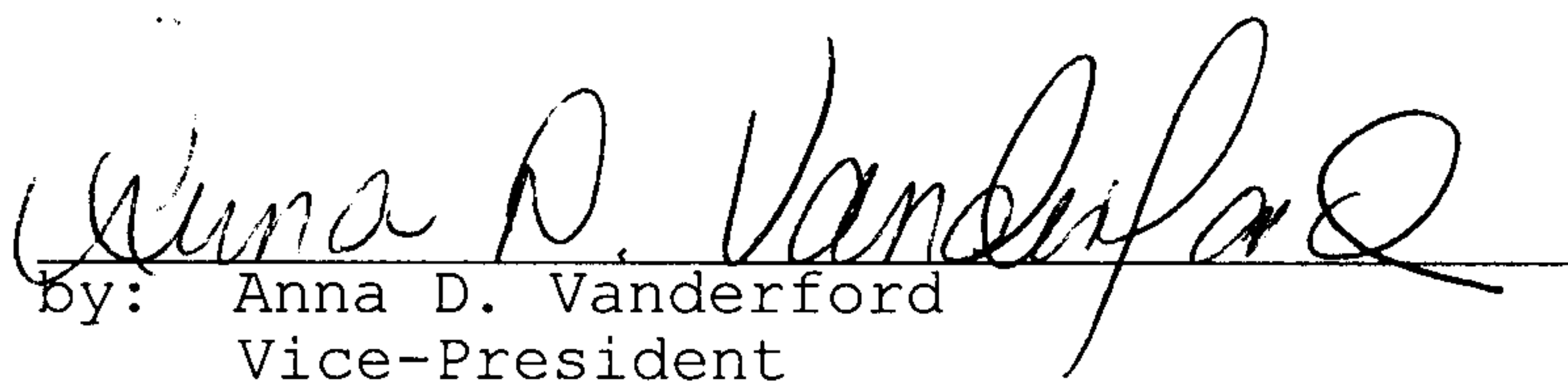
MERCHANTS & FARMERS BANK hereby subordinates to the mortgage to be executed by the Borrower to MERCHANTS & FARMERS BANK, its successors and/or assigns, all right, title and interest of the undersigned in and to the above described property, situated in Shelby County, Alabama, to-wit:

All rights under that certain mortgage from CHARLES D. COOK and wife, ANGELA G. COOK, to MERCHANTS & FARMERS BANK, dated May 23, 2006, recorded as Instrument #20060531000257080 in the Probate Office of Shelby County, Alabama,

including, without limitation, any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 1st day of November, 2006.

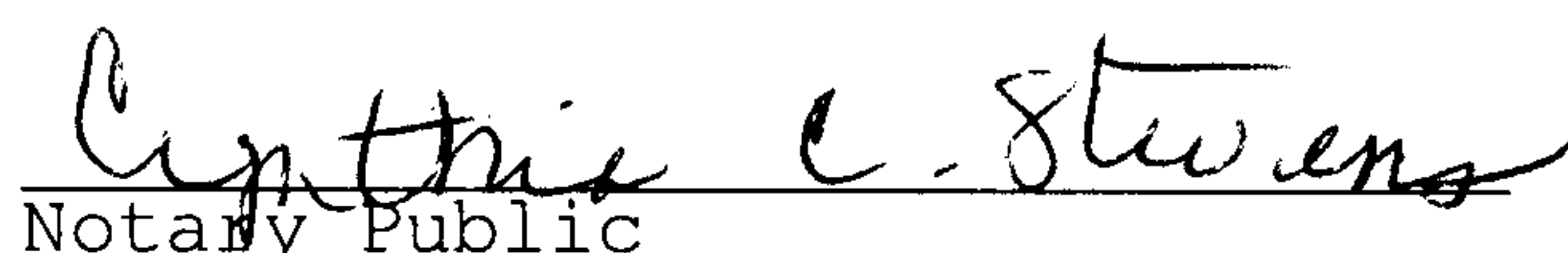
MERCHANTS & FARMERS BANK


by: Anna D. Vanderford
Vice-President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, hereby certify that Anna D. Vanderford, whose name as Vice-President of MERCHANTS & FARMERS BANK, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he executed the same voluntarily on the date the same bears date, for and as the act of said corporation.

Given under my official hand and seal, this 1st day of November, 2006.


Notary Public

My commission expires:

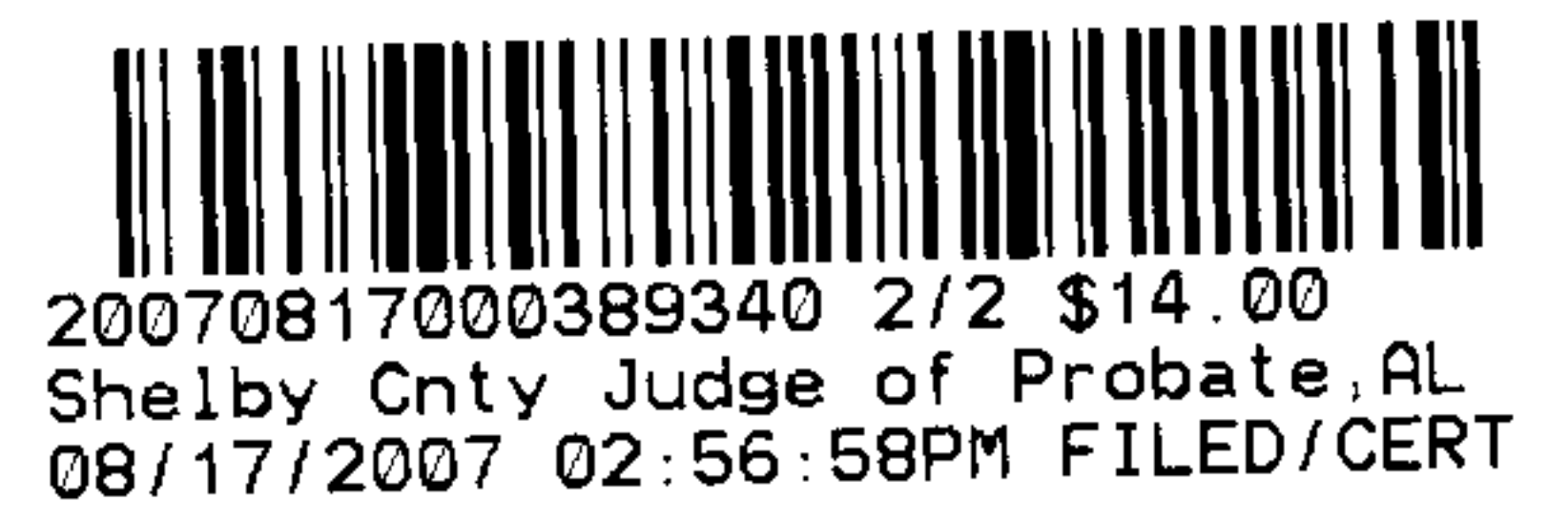


EXHIBIT A

A lot or tract of land situated in the Town of Columbiana, Alabama, described as follows: Begin at the NE corner of Section 26, Township 21 South, Range 1 West; thence run westerly along the North line thereof for 420.57 feet to the easterly R/W of Main Street in Columbiana, Alabama; thence 89 degrees 35 minutes left run southerly along said R/W. for 140.00 feet; thence 90 degrees 19 minutes 24 seconds left run easterly for 421.99 feet to an iron pin; thence 78 degrees 15 minutes 00 seconds left run northeasterly for 143.00 feet; thence 101 degrees 50 minutes 37 seconds left run westerly for 30.00 feet to the point of beginning.

Situated in Shelby County, Alabama.

According to the survey of Thomas E. Simmons, dated September 23, 2005.