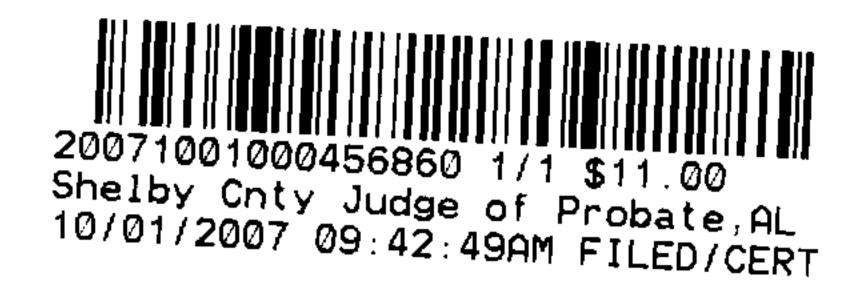
UPON RECORDING PLEASE RETURN TO:

Red Mountain Bank Attn: Andrea Garrett P.O. Box 381748 Birmingham, Alabama 35238



Subordinate Agreement

This Subordination of Mortgage is executed this 12th day of September, 2007 by Red Mountain Bank.

Witnesseth

WHEREAS, Red Mountain Bank is the owner and holder of that certain mortgage in the amount of One Hundred Eighty-Nine Thousand, Eight Hundred Fifty-Nine Dollars and Ninety Cents (\$189,859.90) from Steven and Kristi R. Raley recorded on January 4, 2006 in Instrument Number 20060104000005700, in the Probate Office of Shelby County, Alabama, said property being more particularly described as follows:

Lot 28, according to the Survey of Fieldstone Park, 4th Sector, as recorded in Map Book 31, page 3 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

WHEREAS, Red Mountain Bank, its Successors and/or Assigns as their interest may appear has made a mortgage loan in the amount of Ninety Thousand Dollars (\$90,000.00) to Steven and Kristi R. Raley recorded on 10-1-07 Instrument Number 2007/00/100/000456850 in the Probate Office of Shelby County, Alabama, said loan secured by a mortgage which encumbers the above described real property.

WHEREAS, Red Mountain Bank, its Successors and/or Assigns as their interest may appear as a condition for making a first mortgage loan requires Red Mountain Bank to subordinate the lien of its mortgage to the lien of Red Mountain Bank, its Successors and/or Assigns as their interest may appear and Red Mountain Bank has agreed to do SO.

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, Red Mountain Bank does hereby covenant, consent and agree to and with Red Mountain Bank, its Successors and/or Assigns as their interest may appear that the lien of Red Mountain Bank shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of Red Mountain Bank, its Successors and/or Assigns as their interest may appear, which encumbers the above described property provided, however, that the subordination is limited to the amount of One Hundred Eighty-Nine Thousand, Eight Hundred Fifty-Nine Dollars and Ninety Cents (\$189,859.90).

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered in the presence of:

RED MOUNTAIN BANK

Paul Z. Rogers – Executive Vice

President

STATE OF ALABAMA) SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Paul Z. Rogers whose name as Executive Vice President of Red Mountain Bank, is signed to the foregoing instrument, and who is know to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 12th day of September, 2007.

Notary Public

dtary Name

My Commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE MY COMMISSION EXPIRES: Mar 23, 2010 BONDED THRU NOTARY PUBLIC UNDERWRITERS