

Subordination Agreement

Customer Name: Frank and Regina Dies
Customer Account: 1475530-45

THIS AGREEMENT is made and entered into on this 28 day of January, 2008 by Alabama Telco Credit Union in favor of Alabama Telco Credit Union, its successors and assigns (hereinafter referred to as Lender").

RECITALS

Alabama Telco Credit Union loaned to Frank J. Dies Jr and Regina C. Dies (the "Borrower") whether one or more) the sum of \$16,866. Such loan is evidenced by a note dated 3/29/05, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 4/7/05, in Record Book INST# 161850, at Page amended in Record Book O at Page 0 in the public records of Shelby COUNTY ALABAMA (the "Alabama Telco Credit Union Mortgage"). Borrower has requested that Lender lend to it the sum of \$100,000, which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Alabama Telco Credit Union execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Alabama Telco Credit Union agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Alabama Telco Credit Union to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances,

IN WITNESS WHEREOF, Alabama Telco Credit Union has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

ALABAMA TELCO CREDIT UNION

By: William R Chancellor
Title: Sr VP Lending/Collections

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 28 day of January, 2008, within my jurisdiction, the within named, William R Chancellor, who acknowledged that he/she is Sr VP Lending/Collections of Alabama Telco Credit Union, and that for and on behalf of the said Alabama Telco Credit Union, and as its act and deed, he/she executed above and foregoing instrument, after first having been duly authorized by Alabama Telco Credit Union so to do.

Benny A. Wellman
Notary Public
My commission expires: 7-7-08
NOTARY MUST AFFIX SEAL