

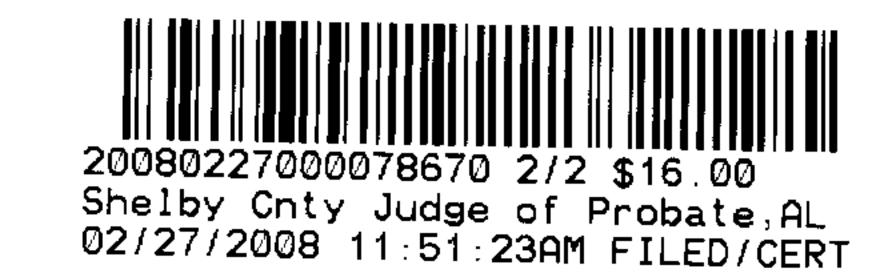
SUBORDINATION AGREEMENT

THIS AGREEMENT, dated as of this 15th day of February, 2008, is made by and among SouthPoint Bank, It's successor's and/or assign's.

WITNESSETH:

WHEREAS, SouthPoint Bank, It's successor's and/or assign's, is also the holder of a lien on the property described in said Mortgage pursuant to a \$ 130,000.00 Mortgage dated December 14, 2005, filed April 17, 2006 and recorded in Instrument #20060417000175990; amended to increase the amount to \$ 173,000.00 and recorded in Instrument #200704030000198630, in the Probate Office of Shelby County, Alabama. (the "Second Mortgage"); and

WHEREAS, SouthPoint Bank, It's successor's and/or assign's, has requested that SouthPoint Bank subordinate its lien to the lien of their Mortgage.



NOW, THEREFORE, for valuable consideration, SouthPoint Bank hereby subordinates the lien of its Mortgage recorded in Instrument #200704030000198630 (the "Second Mortgage");

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

SouthPoint Bank

ts: CHIEF LENDING OFFIC

STATE OF ALABAMA COUNTY OF JEFFERSON

Personally appeared before me, the undersigned authority in and for the said County and State, on this 151H day of 1620 , 2008, within my jurisdiction, the within named Frank Battle, who acknowledged that he is Chief Lending Officer of SouthPoint Bank, an Alabama corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Subordination Agreement, after first having been duly authorized by said corporation so to do.

SWORN TO AND SUBSCRIBED BEFORE ME, THIS THE 151H DAY OF FEBRUARIL , 2008.

MY COMMISSION EXPIRES

OCTOBER 3, 2009

[individual signature and acknowledgement]