

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF SHELBY

This Subordination Agreement, made and entered into on this the 12th day of February, 2008, by and between: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), as party of the First Part and FIRST FEDERAL BANK, as party of the Second Part.

WITNESSETH:

That, Whereas, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), have an outstanding lien in favor of: JASON BRITNELL aka JASON C. BRITNELL, dated the 13TH day of December, 2006, and recorded in the Probate Office of Shelby County, Alabama, in Instrument 20061221000620870, on certain real estate described therein to secure an indebtedness of \$37,100.00, and said lien is in full force and effect; and,

Whereas, JASON C. BRITNELL made an application to the Party of the Second Part for a loan in the sum of \$132,000.00 and said Party of the Second Part is willing to make said loan to the said JASON C. BRITNELL, provided he furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of FIRST FEDERAL BANK; and

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledge, the said Party of the First Part does hereby agree that the lien of JASON BRITNELL aka JASON C. BRITNELL dated December 13, 2006, and recorded in Probate Office of Shelby County, Alabama, in Instrument 20061221000620870, shall be subordinate to the mortgage of FIRST FEDERAL BANK.

IT IS FURTHER agreed that should JASON BRITNELL aka JASON C. BRITNELL default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 12th day of February, 2008.

MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.

BY: 

RICHARD RAYNOR, ASSISTANT SECRETARY

Prepared By:
MOSELEY & ASSOCIATES, P.C.
2871 ACTON ROAD, SUITE 101
BIRMINGHAM, ALABAMA 35243

Individual Acknowledgment

The State of Texas

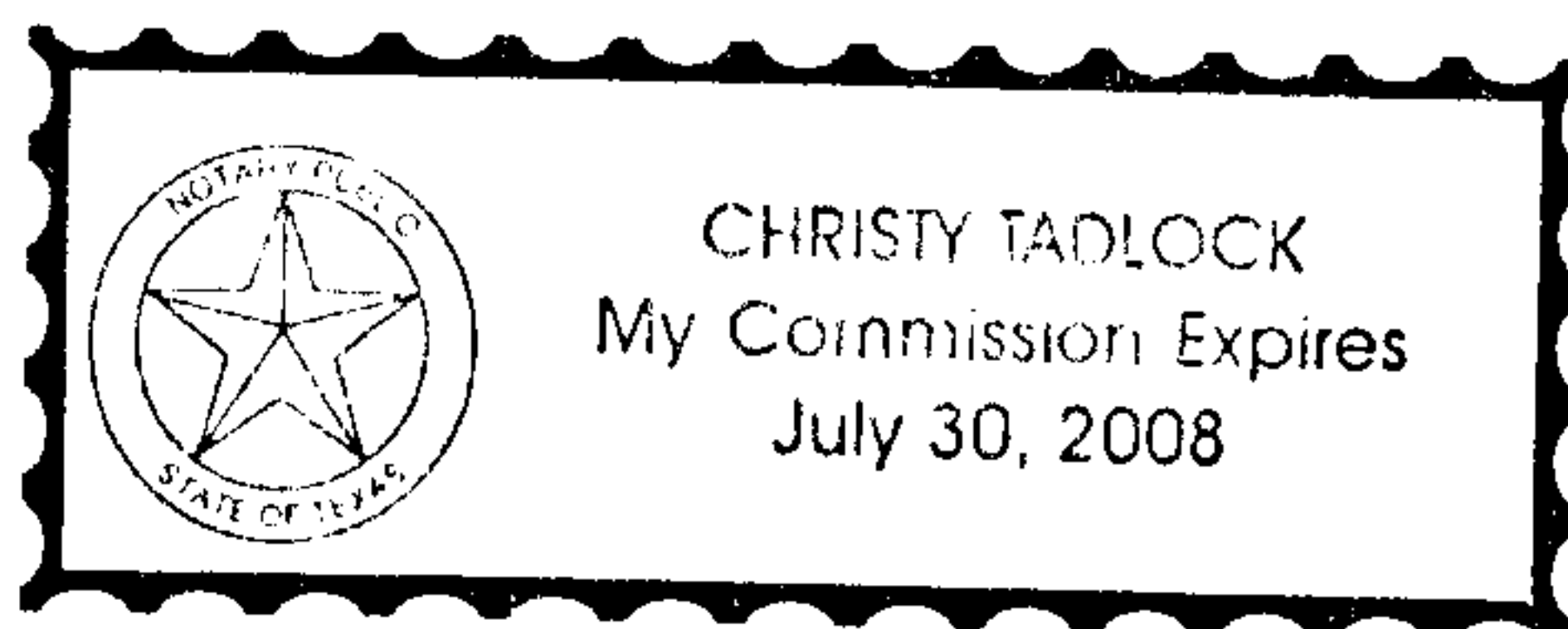
County of Dallas

Before me, a Notary Public, on this day personally appeared Richard Raynor,
known to me (or proved to me on the oath of _____) to be the person
whose name is subscribed to the forgoing instrument and acknowledged to me that he executed
the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 13 day February 2008

CPJ
Notary Public, State of Texas

(PERSONALIZED
SEAL)



Christy Tadlock
(Print name of Notary Public here)

My commission expires the 30 day of July 2008