

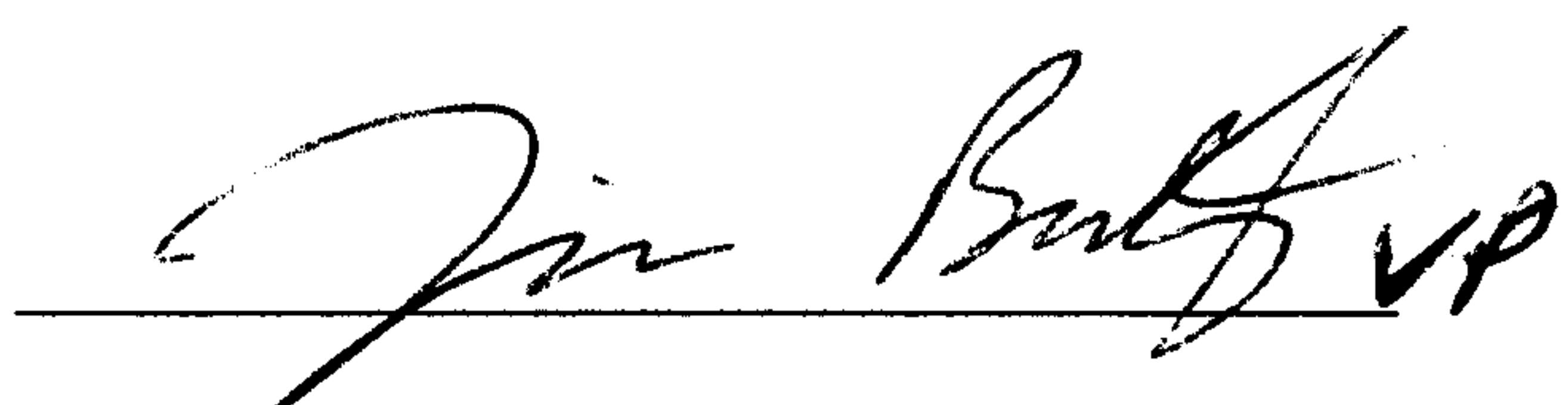
**SUBORDINATION AGREEMENT**

Pursuant to the terms of the mortgage entered into by and between **KENNETH S. HEARD** and **FIRST AMERICAN BANK** on the **30<sup>TH</sup>** day of **MAY, 2006** and recorded in **BOOK 20061012000505020** in the Probate Office of **SHELBY** County, Alabama. **FIRST AMERICAN BANK** does declare the lien of its mortgage filed for record on the **12<sup>TH</sup>** day of **OCTOBER, 2006** and recorded in **BOOK 20061012000505020** in the Probate Office of **SHELBY** County, Alabama to be second and subordinate to the lien of the mortgage given by **KENNETH S. HEARD** and **FIRST AMERICAN BANK** to First American Bank in the amount of **ONE HUNDRED SIXTY NINE THOUSAND SIX HUNDRED DOLLARS AND NO/100 (\$169,600.00)** executed on the 5<sup>TH</sup> day of ~~FEBRUARY~~, MARCH 2008, and recorded in the Probate Office of **SHELBY** County, Alabama.

Both mortgages are encumbering certain real property described as:

**LOT 2836, ACCORDING TO THE SURVEY OF A CORRECTIVE MAP OF WEATHERLY HIGHLANDS, THE COVE, SECTOR 28, PHASE II, AS RECORDED IN MAP BOOK 30, PAGE 92, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.**

IN WITNESS WHEREOF, this Subordination Agreement has been executed on this 4<sup>TH</sup> day of ~~FEBRUARY~~, 2008.  
March

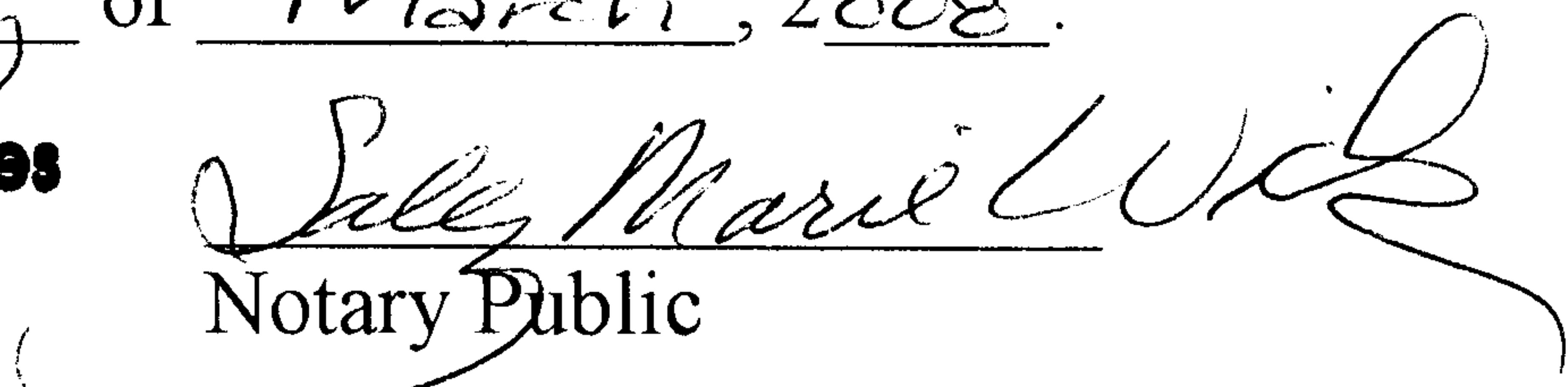
By:   
Its: Jim Beatty  
Vice President

STATE OF ALABAMA  
COUNTY OF Jefferson

I, the undersigned, a Notary Public, in and for said County in said State hereby certify that Jim Beatty whose name as Vice President of First American Bank is signed to the foregoing Agreement and who is known to me acknowledged before me that being informed of the contents of the above and foregoing Agreement he, in his capacity as such officer executed the same for and as the act of said corporation.

Given under my hand this the 4<sup>th</sup> day of March, 2008.

My Commission Expires **My Commission Expires**  
January 23, 2010

  
Notary Public