

SUBORDINATION AGREEMENT

This agreement dated this 11th day of August, 2008, is made by the **Pinnacle Bank**, 2039 Canyon Road, Birmingham, AL 35216 (herein called the "Subordinate Mortgagee") in favor of **US Bank N. A.**, 4801 Frederica Street, Owensboro, KY 42301 (hereinafter called the "Refinance Creditor").

WITNESSETH

WHEREAS, **Subordinate Mortgagee** is the holder of that certain mortgage executed by **Robert E. Barnes and Patricia S. Barnes** ("the Mortgagor") to the **Pinnacle Bank** which mortgage was executed on **02/01/2008**, in the amount of **\$35,000.00** and was recorded in Inst# **20080206000049800** on **02/06/2008**, in the Office of the Judge of Probate of Shelby County, Alabama, on the following described property located in Shelby County, Alabama:

Legal description attached herewith and made a part hereof as Exhibit "A"

WHEREAS, Refinance Creditor has agreed to lend to the Mortgagor the sum not to exceed \$239,000.00, to be used, among other things, to pay in full the indebtedness secured by the Existing 1st Mortgage to MortgageAmerica, Inc. dated 02/28/2003, in the amount of \$208,000.00, and recorded 03/04/2003, in Inst# 20030304000131720, in the Probate Office of Shelby County, Alabama, and to obtain a release or satisfaction of record of the Existing 1st Mortgage, but on the condition that the Refinance Loan be secured by a Mortgage and that the Refinance Mortgage be entitled to the rights as afforded to a first mortgage on such property; and;

WHEREAS, at Mortgagor's and Refinance Creditor's request, Subordinate Mortgagee has agreed to subordinate its Mortgage to the **Refinance Mortgage recorded in**

Instrument No. 20080902000350360 in the Probate Office of Shelby County, Alabama, on the 2nd day of Sept., 2008.

(NOTE: PROBATE OFFICE PLEASE COMPLETE NEW RECORDING INFO.)

NOW, THEREFORE in consideration of the premises and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinate Mortgagee does hereby agree with Refinance Mortgagee as follows:

1. Subordination. In order to induce Refinance Creditor to make the Refinance Loan and, at any time, or from time to time, at Refinance Creditor's option, to grant such extensions or renewals of the Refinance Loan as Refinance Creditor may deem advisable, Subordinate Mortgagee hereby subordinates its mortgage and all its right, title and interest in the property conveyed and transferred thereby to the Refinance Mortgage and all the right, title and interest in the property conveyed and transferred to the Refinance Creditor thereby, and Subordinate Mortgagee further agrees that any existing, or hereafter acquired, or arising security interests, security title or lien in, or on, such property in favor of Refinance Creditor securing payment of the Refinance Loan, including, without limitation, the Refinance Mortgage; provided, that the subordination herein made is limited to the original principal amount of the Refinance Loan, all interest thereon and all other sums secured by

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Re: Robert E. Barnes and Patricia S. Barnes
Pinnacle Bank to US Bank, N.A.

the Refinance Mortgage (other than additional advances of principal to the Mortgagors, their heirs, personal representatives, successors or assigns), and provided further that it is a condition to the effectiveness of this Subordination Agreement that the Refinance Mortgage and a release or satisfaction of the Existing 1st Mortgage must be recorded in due course in the Probate Office named above.

2. Successors and Assigns. This Subordination Agreement shall be binding upon and shall inure to the benefit of Subordinate Mortgagee and Refinance Creditor and their respective successors and assigns, but this agreement shall not inure to the benefit of any other third party.
3. Waiver of Notice and Acceptance. Notice of acceptance of this Subordination Agreement by Refinance Creditor is hereby waived by Subordinate Mortgagee, and this Subordination Agreement and all of the terms hereof shall be immediately binding upon Subordinate Mortgagee from the date of execution and delivery hereof.

IN WITNESS WHEREOF, Subordinate Mortgagee, Pinnacle Bank, by its duly authorized officer and/or employee, has executed this agreement on or as of the date first above written.

Pinnacle Bank

By:

Its:

[Signature]
Bham Regional President

ACKNOWLEDGMENT

State of *Alabama*
County of *Jackson*

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *Edward Davidson* whose name as *Bham Regional President* of the Pinnacle Bank is signed to the foregoing instrument, and who is known to me, acknowledges before me on this day that, being informed of the contents of the instrument, he/she, as such officer and/or employee, and with full authority to bind Pinnacle Bank in this agreement, executed the same voluntarily for and as the act of said bank.

Given under my hand and official seal this *11th* day of *August*, 2008.

Notary Public
My Commission expires:

[Signature]
5/1/2012

Return To:



4765026

LSI - LPS
Recording Department
700 Cherrington Parkway
Coraopolis. PA 15108

Exhibit "A"

The following described property:

Parcel I

Part of the S 1/2 of the SE 1/4 of Section 16, Township 22 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

From the most northerly corner of Lot 16, First Addition to Indian Highlands a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 6 page 6, run in a northeasterly direction along a straight line extension of the Northwest line of said Lot 16 for a distance of 190.00 feet; thence turn an angle to the left of 90 deg. and run in Northwesterly direction for a distance of 200.00 feet; thence turn an angle to the right of 89 deg. 05 min. and run in a Northeasterly direction for a distance of 75.01 feet to the point of beginning; thence turn an angle to the right of 1 deg. 58 min. 30 sec. and run in a Northeasterly direction along the Southeast right of way line of the Montevallo-Alabaster Highway for a distance of 210.04 feet; thence turn an angle to the right of 1 deg. 44 min. 30 sec. and run in an Easterly direction along said southeast right of way line for a distance of 82.06 feet; thence turn an angle to the right of 106 deg. 41. 33 sec. and run in a Southeasterly direction for a distance of 382.17 feet; thence turn an angle to the right of 71 deg. 32. min. and run in a Southwesterly direction for a distance of 210.18 feet; thence turn an angle to the right of 104 deg. 37 min. 17 sec. and run in a Northwesterly direction of 169.47 feet; thence turn an angle to the left of 15 deg. 38 min. 50 sec. and run in a Northwesterly direction a distance of 201.20 feet, more or less, to the point of beginning. Situated in Shelby County, Alabama.

Parcel II

Part of the S 1/2 of the SE 1/4 of Section 16, Township 22 South, Range 3 West Shelby County, Alabama, being more particularly described as follows:

From the most northerly corner of Lot 16, First Addition to Indian Highlands, a map of which is recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 5 page 6 run in a Northeasterly direction along a straight line extension of the Northwest line of said Lot 16 for a distance of 190.00 feet; thence turn an angle to the left of 90 deg. and run in a Northwesterly direction for a distance of 200.00 feet to the point on the Southeast right of way line of the Montevallo-Alabaster Highway; thence turn an angle to the right of 89 deg. 05 min. and run in a northeasterly direction along said Southeast right of way line of the Montevallo-Alabaster Highway for a distance of 75.01 feet; thence turn an angle to the right of 1 deg. 58 min. 30 sec. and run in a Northeasterly direction along said Southeast right of way line of the Montevallo-Alabaster Highway for a distance of 210.04 feet; thence turn an angle to the right of 1 deg. 44 min. 30 sec. and run in a Northeasterly direction along said Southeast right of way line of the Montevallo-Alabaster Highway for a distance of 82.06 feet to the point of beginning; thence continue along last mentioned course for a distance of 19.90 feet to an existing iron rebar; thence turn an angle to the right of 98 deg. 07 min. 05 sec. and run in a Southeasterly direction for a distance of 273.34 feet to an existing 1/2 inch iron rebar in a tree root; thence turn an angle to the right of 22 deg. 54 min. 56 sec. and run in a Southerly direction for a distance of 109.62 feet to an existing railroad spike in a asphalt; thence turn an angle to the right of 57 deg. 29 min. 48 sec. and run in a Southwesterly direction for a distance of 36.59 feet to an existing old 1/4 inch metal pin and being on the East line of aforementioned Parcel I; thence turn an angle to the right and run in a Northwesterly direction along the East line of aforementioned Parcel I for a distance of 382.17 feet, more or less to the point of beginning; being situated in Shelby County, Alabama.

Assessor's Parcel Number: 275164001079001