

SECURITY INTEREST SUBORDINATION AGREEMENT

TO: WELLS FARGO BANK, NA
(lender name)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce you ("Lender") from time to time at your discretion to make loans to or enter into credit agreements with ("Debtor"). The undersigned hereby agrees that (regardless of any priority otherwise available to the undersigned by law or by agreement) any security interest which the undersigned may now hold or may at any time hereafter acquire in any or all of the following property of Debtor (the "Property"), namely:

REAL ESTATE MORTGAGE IN THE NAME OF JAMES N. SWORDS AND WIFE, CHRISTY SWORDS IN THE AMOUNT OF \$40,000.00 DATED SEPTEMBER 19, 2008 AND RECORDED IN MORTGAGE INSTRUMENT 20081010000401930 IN THE OFFICE OF THE JUDGE OF PROBATE, SHELBY COUNTY, ALABAMA.

together, in each case, with all proceeds thereof, is, shall be and shall remain fully subordinate for all purposes to the security interest of Lender under the agreement that is identified as follows: **MORTGAGE TO WELLS FARGO BANK, NA DATED THE 6TH OF FEBRUARY 2009 IN THE MAXIMUM AMOUNT OF \$172,300.00.**

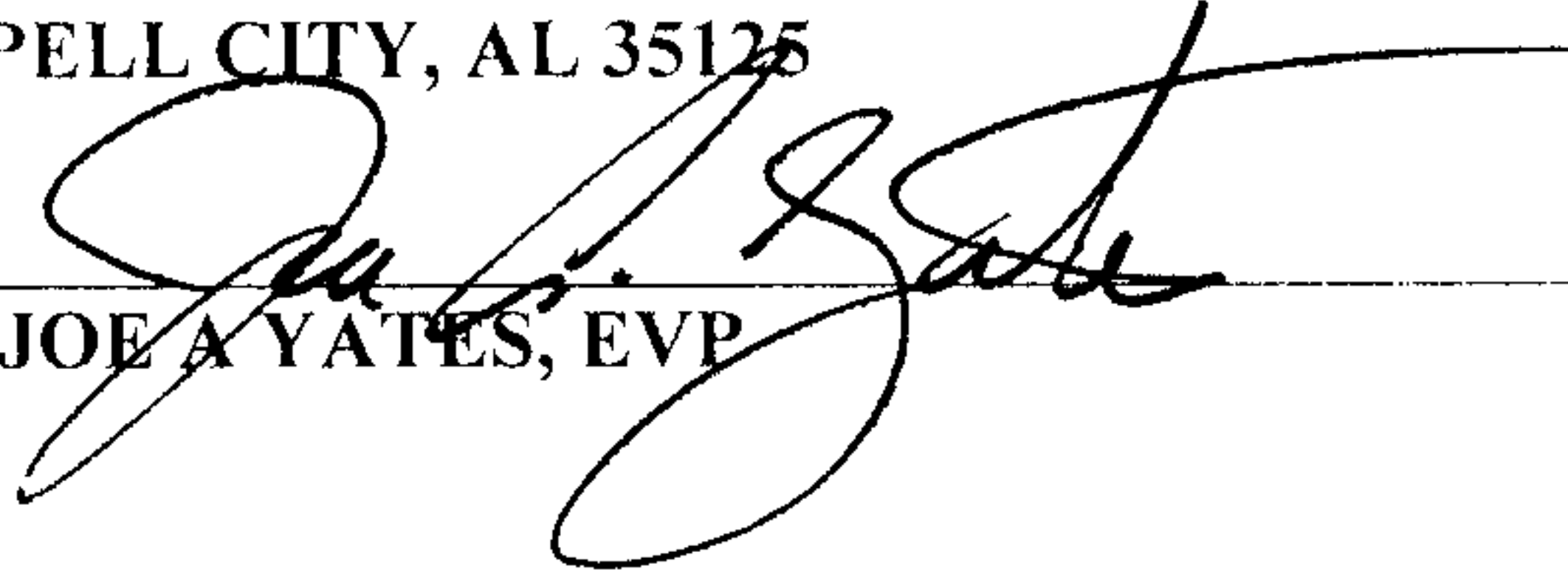
This Agreement is to be governed by the laws of the state of Alabama. It cannot be waived or changed or ended, except by writing signed by the party to be bound thereby. This Agreement is made between Lender and the undersigned. It shall be binding upon the undersigned and the heirs, representative, successors and assigns of the undersigned and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. The undersigned waives notice of Lender's acceptance hereof.

Dated: 2/02/09

UNION STATE BANK

2019 COGSWELL AVENUE

PELL CITY, AL 35125


JOE A YATES, EVP

ACKNOWLEDGEMENT:

STATE OF _____, COUNTY OF _____} ss.

(Individual) I, a notary public, hereby certify that _____
whose name(s) is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they executed the same voluntarily on the day the same bears date. Given under my hand this _____ day of _____

My commission expires:
(seal)

(Notary Public)

(Business) STATE OF ALABAMA, COUNTY OF ST CLAIR } ss.

Or Entity I, a notary public, in and for said County in said State, hereby certify that _____

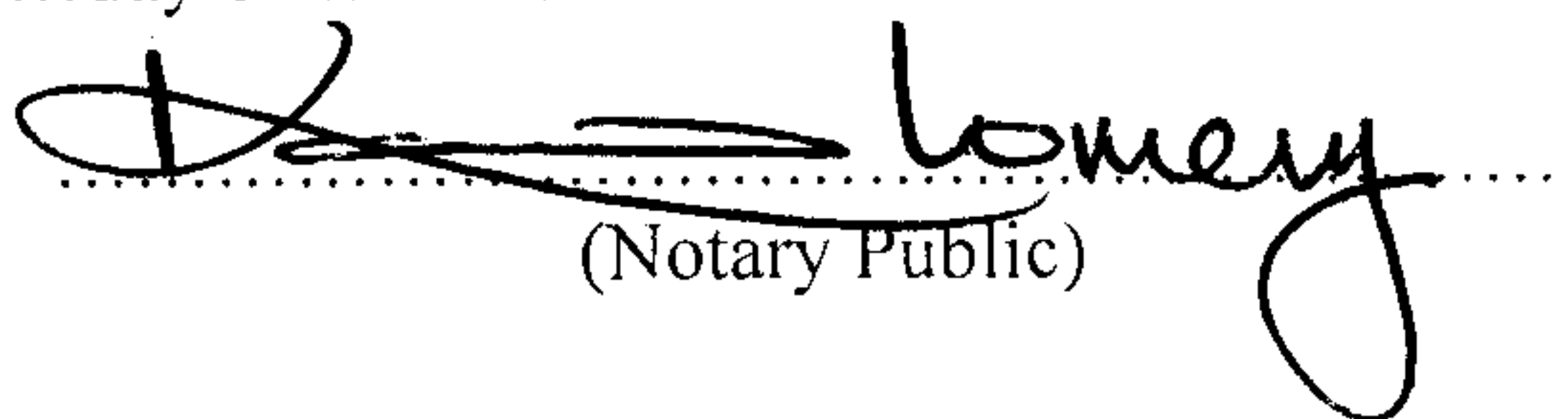
Acknowledgement) JOE A YATES _____ whose name(s) as _____

EVP _____ (Titles)
of the UNION STATE BANK _____ (Name of Business or Entity)

a CORPORATION _____ is/are signed to the foregoing conveyance, and who is/are known to me, acknowledge before me on this day that, being informed of the contents of the conveyance, he/she/they, in his/her/their capacity, executed the same voluntarily on the day the same bears date.

Given under my hand this 2ND day of FEBRUARY 2009

My commission expires:
(seal)


(Notary Public)

MY COMMISSION EXPIRES AUGUST 23, 2009