

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this _____ day of March, 2009, by and between Ralph M. Marcum and Joy M. Marcum, a married couple _____ (herein referred to individually as the "Borrower" and collectively as the "Borrowers"), and Oakworth Capital Bank, a State bank (herein referred to as the "Lender").

RECITALS

Borrowers executed and delivered a Mortgage (herein referred to as "Second Mortgage") to the Lender covering the property located in Shelby County, Alabama, described below and made a part hereof, in the amount of \$600,000.00, dated November 26 2008, and filed on December 8 2008, and recorded in Land Records/Instrument #20081208000459970 in the Probate Office of Shelby County Alabama:

Lot 3-A, according to the Re-subdivision of Lots 3, 4, 5 or Tara Subdivision, Sector One, as recorded in Map Book 25, Page 120 in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

(herein referred to as the "Property").

AmTrust Bank is making a first mortgage loan to the Borrowers in the principal amount of \$417,000.00 (herein referred to as the "First Mortgage"). It is a condition that to AmTrust Bank making a loan to the Borrowers that the First Mortgage shall be and remain a lien or charge on the property described above be prior to and superior to the Second Mortgage from Lender to Borrowers.

AmTrust Bank is willing to make such loan provided its First Mortgage is a lien prior to and superior to the lien of the Second Mortgage to Lender from Borrowers, and provided Lender will specifically and unconditionally subordinate the lien on its Second Mortgage described above to the First Mortgage of AmTrust Bank. Lender has agreed to subordinate its Second Mortgage as provided here in.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce AmTrust Bank to make the loan above referred to, above, it is hereby agreed as follows:

1. **SUBORDINATION:** The First Mortgage securing the Note in favor of AmTrust Bank referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all time a lien on the Property prior to and superior to the lien of the Second Mortgage from Borrowers to Lender.
2. **ACKNOWLEDGMENT OF SUBORDINATION:** Lender hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Second Mortgage upon the Property to AmTrust Bank, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. AmTrust Bank acknowledges that advances under

the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. **BINDING EFFECT**: This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

{SIGNATURE PAGES TO FOLLOW}

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

Ralph M. Marcum [SEAL]
Ralph M. Marcum

Joy M. Marcum [SEAL]
Joy M. Marcum

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and or said County, in said State, hereby certify that Ralph M. Marcum and Joy M. Marcum, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 13th day of March 2009

[NOTARIAL SEAL]

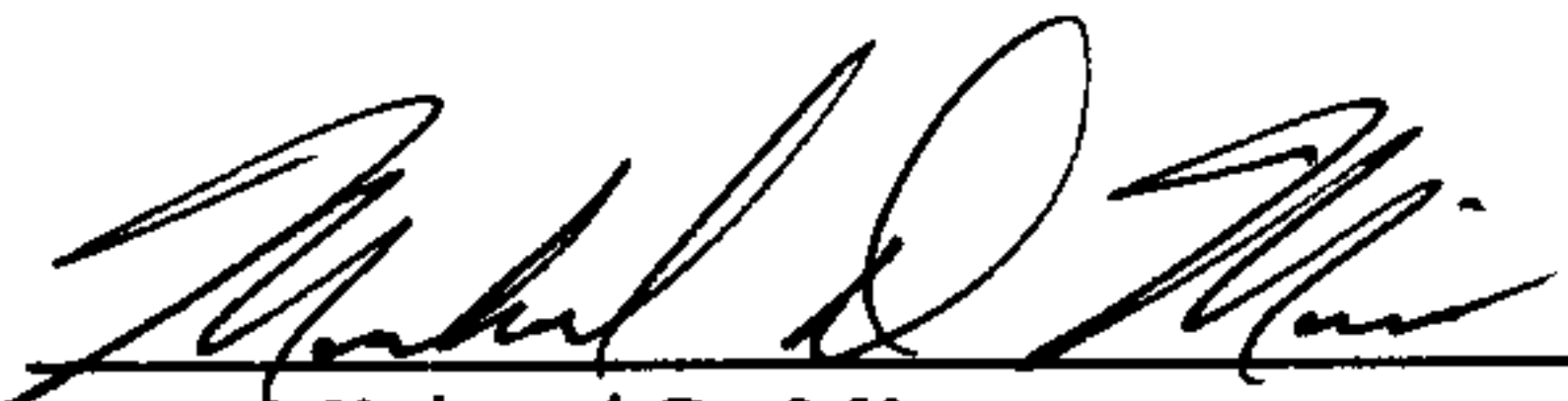
Larsen R. Little
NOTARY PUBLIC
My Commission Expires: 7-7-11



20090403000121940 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
04/03/2009 10:01:03AM FILED/CERT

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

Oakworth Capital Bank, a State bank

By: 
Michael D. Mims
Its: Managing Director

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michael D. Mims, whose name as Managing Director, of Oakworth Capital Bank, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he as such officer and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 18TH day of February, 2009.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: 12/18/2010