

Subordination Agreement

Customer Name: LARRY W. GREER and KATHLEEN H. GREER

2009245

THIS AGREEMENT is made and entered into on this 6th day of April, 2009, by SERVISFIRST BANK (hereinafter referred to as "SERVISFIRST BANK") in favor of AMTRUST BANK, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

SERVISFIRST BANK loaned to LARRY W. GREER and KATHLEEN H. GREER, (the "Borrowers") the sum of \$50,000.00. Such loan is evidenced by a note dated 10/1/2008, executed by Borrower in favor of SERVISFIRST BANK, which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded 10/22/2008 in INSTRUMENT NO. 20081022000413610 in the public records of SHELBY COUNTY, ALABAMA. Borrower has requested that Lender lend to it the sum of \$336,000.00, which loan will be evidenced by a promissory note, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that SERVISFIRST BANK execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, SERVISFIRST BANK agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of SERVISFIRST BANK to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of any other future advances.

By its acceptance of this agreement, the Borrower agrees to pay the Subordination Fee set out in the SERVISFIRST BANK Subordination Request Form, if any.

IN WITNESS WHEREOF, SERVISFIRST BANK has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

SERVISFIRST BANK

By: Lee McKinnon
Its: AVP

State of Alabama
Shelby County

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 6th day of April, 2009, within my jurisdiction, the within named Lee McKinnon who acknowledged that he/she is AVP of SERVISFIRST BANK, a banking corporation, and that for and on behalf of the said SERVISFIRST BANK, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by SERVISFIRST BANK so to do.

Notary Public

MY COMMISSION EXPIRES FEBRUARY 27, 2010

My commission expires:

NOTARY MUST AFFIX SEAL

This instrument Prepared By:

Law Office of Charles D. Stewart, Jr.

4898 Valleydale Road, Suite A-2

Birmingham, AL 35242