

This instrument was prepared by:
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STATE OF ALABAMA)
)
COUNTY OF SHELBY)

SUBORDINATION OF SECOND MORTGAGE

Merchants and Farmers Bank, ("M&F Bank"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain mortgage dated June 9, 2003, from Ronald Richey and Rachel Richey, as mortgagor (the "Mortgagor," whether one or more), to First National Bank of Shelby County, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument Number 20030616000377370; said mortgage not exceed the amount of Ninety-Four Thousand Dollars and Zero Cents (\$94,000.00) (the "Second Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Homeservices Lending, LLC, as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$100,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Second Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent, but only to the extent, that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce M&F Bank enter into this Subordination Agreement, Mortgagee hereby certifies to M&F Bank as follows:

- (1) the street address of the real property to be covered by the Superior Mortgage is 125 Bolton Lane, Columbiana, AL 35051.

The provision of this Subordination Agreement are solely for the benefit of M&F Bank and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Second Mortgage or the Superior Mortgage or to waive any of the rights of M&F Bank or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by M&F Bank and Mortgagee.

IN WITNESS WHEREOF, M&F Bank has caused this subordination Agreement to be executed as of the 1st day of February, 2010.

Merchants and Farmers Bank as
Mortgagee under the Second
Mortgage, as defined hereinabove

By: Carl Orso

Its: Branch Manager

STATE OF Alabama)

COUNTY OF Shelby)

I, Donna S Gannon, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Carl Orso, whose name as Branch manager of Merchants and Farmers Bank, a(n) Branch manager, 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 foregoing instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said Merchants and Farmers Bank.

Given under my hand and official seal on this the 1st day of February, 2010.

NOTARIAL SEAL

Donna S Gannon
Notary Public

My commission expires: My Commission Expires June 20, 2011