

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 2nd day of August, 2010, by and between Paul W. See, Jr. and Priscilla P. See, 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 \$123,000.00, dated 09/15/2008, and filed on 09/18/2008, and recorded in Land Records/Instrument 20080918000371610 in the Probate Office of Shelby County, Alabama:

Lot 2, according to a First Amended Plat of Subdivision Northlake at Greystone, Phase 2, as recorded in Map Book 23, Page 58, in the Probate Office of Shelby County, Alabama.

(herein referred to as the "Property").

Synovus Mortgage Corp. is making a first mortgage loan to the Borrowers in the principal amount of \$413,600.00 (herein referred to as the "First Mortgage"). It is a condition that to Synovus Mortgage Corp. 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.

Synovus Mortgage Corp. 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 Synovus Mortgage Corp.. 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 Synovus Mortgage Corp. 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 Synovus Mortgage Corp. 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 Synovus Mortgage Corp., and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. Synovus Mortgage Corp. acknowledges that advances under

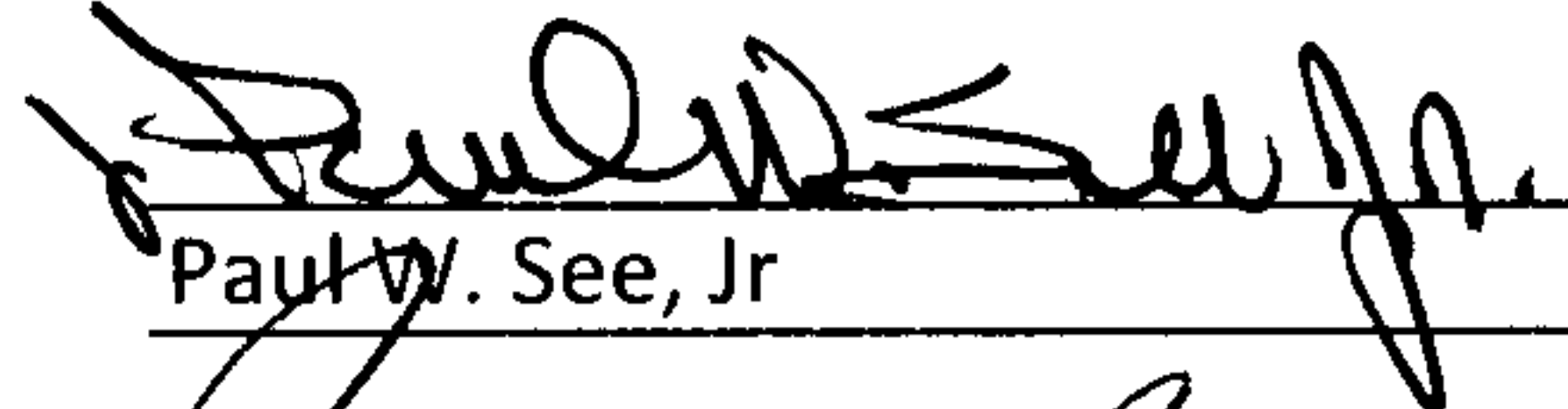
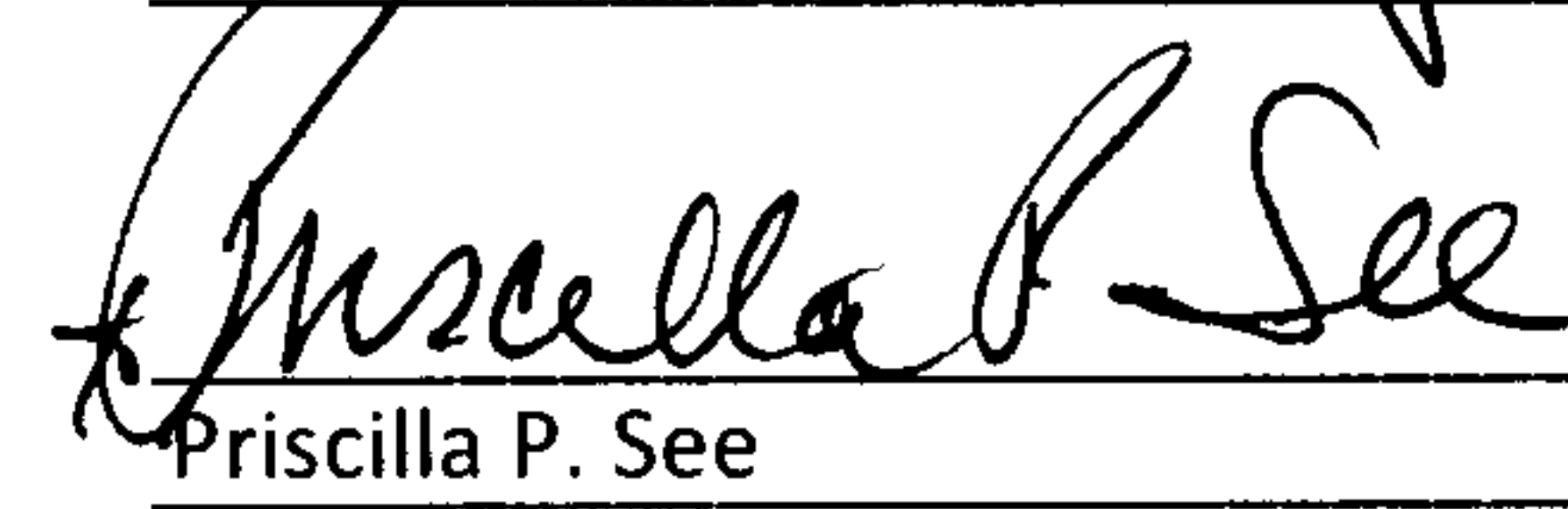

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Shelby Cnty Judge of Probate, AL
08/18/2010 08:47:02 AM FILED/CERT

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.

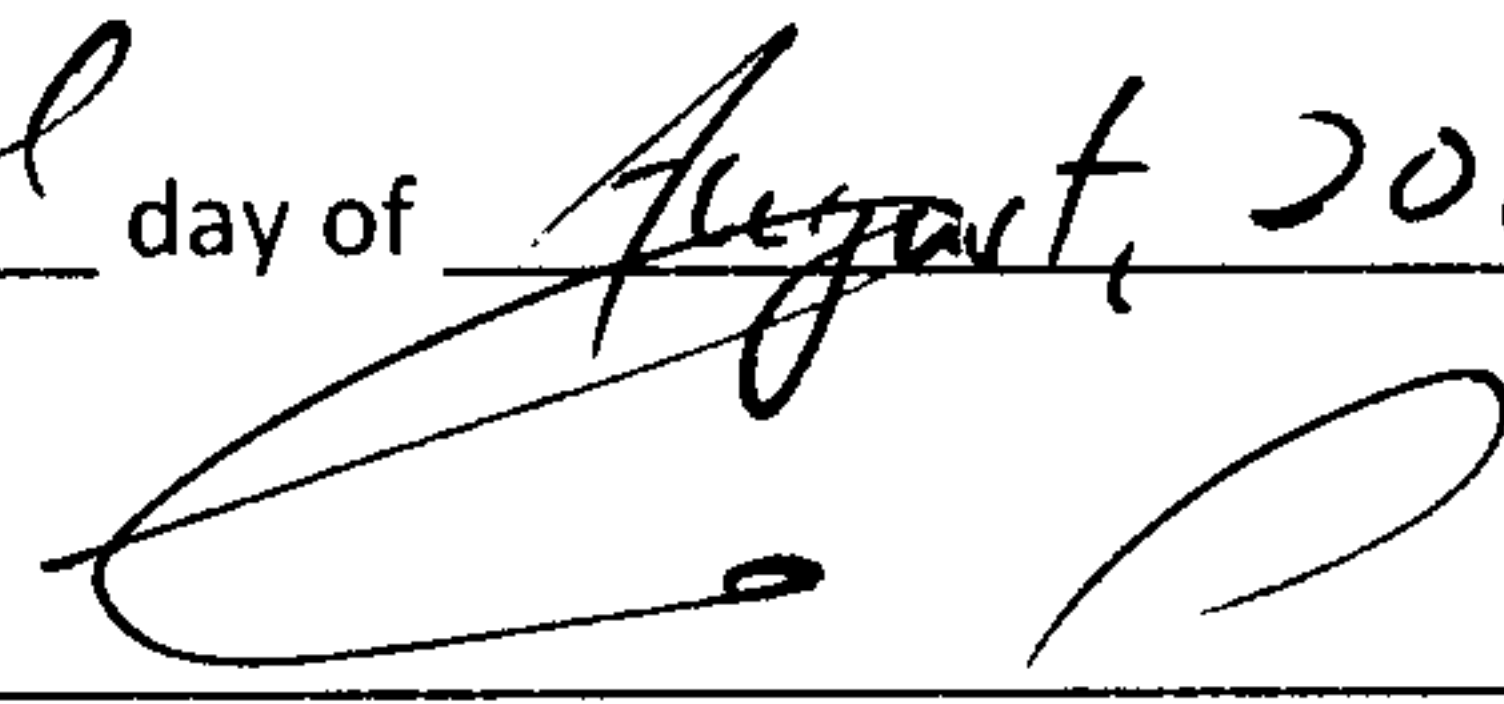
 [SEAL]
Paul W. See, Jr
 [SEAL]
Priscilla P. See

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and or said County, in said State, hereby certify that Paul W. See, Jr and Priscilla P. See, 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 2nd day of August, 2010




NOTARY PUBLIC
My Commission Expires: 4-13-12

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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: *Sam A. Scalici, Jr.*
Sam A. Scalici, Jr.
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 Sam A. Scalici, Jr., 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 2nd day of August 2010.

[NOTARIAL SEAL]

Leann C. Cox
NOTARY PUBLIC
My Commission Expires: 7/10/2013
NOTARY PUBLIC
MY COMMISSION EXPIRES 7/10/2013
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS