

GENERAL SUBORDINATION AGREEMENT

WHEREAS, Timothy M. Foster and wife, Desma Foster (hereinafter referred to as the "Borrower", whether one or more) has applied to Merchants & Farmers Bank, its successors and/or assigns, for a loan in the amount of One Hundred Fifty Thousand and no/100----- \$150,000.00, to be secured by a mortgage on the property described as follows:

Lot 21, according to the Survey of Emerald Parc Subdivision, as recorded in Map Book 29, Page 47, in the Probate Office of Shelby County, Alabama.

WHEREAS, Merchants & Farmers Bank has a lien or other interest in said property, which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to said Merchants & Farmers Bank, and

WHEREAS, said Merchants & Farmers Bank, is unwilling to make the requested loan to the Borrower unless the lien or other interest in said property is subordinated to the mortgage to be executed by the Borrower to said Merchants & Farmers Bank.

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce said Merchants & Farmers Bank, to make the requested loan to the Borrower, the undersigned, Merchants & Farmers Bank, hereby agrees as follows:

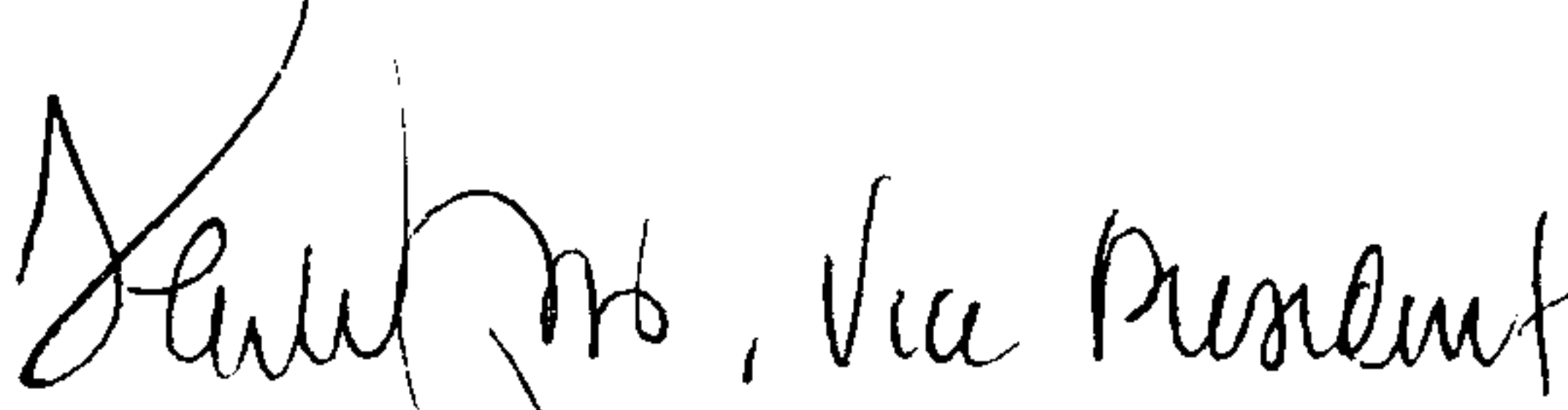
Merchants & Farmers Bank hereby subordinates to the mortgage to be executed by the Borrower to Merchants & Farmers Bank, its successors and/or assigns, all right, title and interest of the undersigned in and to the above described property, situated in Shelby County, Alabama, to-wit:

All rights under Home Equity Line of Credit Mortgage recorded in
Instrument #20061228000633830, dated 21st day of November, 2008, on the above
described property, which is recorded in the Probate Office of Shelby County, Alabama.

including, without limitation , any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this
24th day of August, 2010.

Merchants & Farmers Bank



By: Kevin W. Morris, Vice President

STATE OF ALABAMA
SHELBY COUNTY

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Kevin W. Morris, whose name as Vice President of Merchants & Farmers Bank is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 24 day of August, 2010.


Notary Public

**My Commission Expires On
May 9, 2012**