

Subordinate Agreement

This Subordination of Mortgage is executed this 16th day of **July, 2010** by **Red Mountain Bank, N.A.**

Witnesseth

WHEREAS, **Red Mountain Bank, N.A.** is the owner and holder of that certain mortgage dated **January 18, 2008** in the amount of **Seventy-Five Thousand Dollars (\$75,000.00)** from **James C. Thompson and Jan S. Thompson** recorded on **February 20, 2008** in Instrument Number **20080220000069640**, increased on **January 14, 2009** to **One Hundred Thousand Dollars (\$100,000.00)** and rerecorded **January 28, 2009** in Instrument Number **20090128000027110**, in the Probate Office of **Shelby County, Alabama**, said property being more particularly described as follows:

Lot 2412, according to the Survey of Brook Highland 24th Sector, as recorded in Map Book 28, page 17, in the Probate Office of Shelby County, Alabama

WHEREAS Red Mountain Bank has made a mortgage loan in the amount of \$413,000.00 to James C. Thompson and Jan S. Thompson recorded on _____ in Instrument Number _____, in the Probate Office of Shelby County, Alabama, said loan secured by a mortgage which encumbers the above described real property.

WHEREAS, Red Mountain Bank, N.A. as a condition for making a first mortgage loan requires **Red Mountain Bank, N.A.** to subordinate the lien of its mortgage to the lien of Red Mountain Bank, N.A. and **Red Mountain Bank, N.A.** has agreed to do so.

NOW THEREFORE, for and in consideration of the premises hereof and of mutual advantages and benefits accruing to the parties hereto, **Red Mountain Bank, N.A.** does hereby covenant, consent and agree to and with Red Mountain Bank that the lien of **Red Mountain Bank, N.A.** shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of Red Mountain Bank, which encumbers the above described property provided, however, that the subordination is limited to the amount of **One Hundred Thousand Dollars (\$100,000.00)**.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered in the presence of:

RED MOUNTAIN BANK, N.A.

Jimmy C. Maples
Officer
Senior Vice President

STATE OF ALABAMA)
SHELBY COUNTY)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that **Jimmy C. Maples** whose name as **Senior Vice President** of **Red Mountain Bank, N.A.** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the content of said instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 16th day of **July, 2010**.

Notary Public: Patricia K. Dependy
Notary Name

My commission expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: **July 23, 2011**
~~BONDED THRU NOTARY PUBLIC UNDERWRITERS~~