

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 14th day of September, 2010, by and between R. Barry Clements and S. Clare Clements, 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 \$200,000.00, dated July 21, 2009, and filed on September 10, 2009, and recorded in Land Records 20090910000347480, and Modification Agreement – Mortgage in the amount of \$300,000.00 dated May 6, 2010, and filed on May 28, 2010, and recorded in Land Records 20100528000169820, in the Probate Office of Shelby Alabama:

Situated in the County of Shelby and State of Alabama: Lot E, according to the Survey of Brook Ridge Estates, as recorded in Map Book 17, Page 133, in the Probate Office of Shelby County, Alabama. (herein referred to as the "Property").

SouthFirst Bank is making a first mortgage loan to the Borrowers in the principal amount of \$314,500.00 (herein referred to as the "First Mortgage"). It is a condition that to SouthFirst Bank 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.

SouthFirst Bank 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 SouthFirst Bank. 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 SouthFirst Bank 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 SouthFirst Bank 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 SouthFirst Bank, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. SouthFirst Bank acknowledges that advances under the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

RC.
SCC

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}



20100922000310980 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
09/22/2010 11:18:21 AM FILED/CERT

see
A.C.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

 [SEAL]
R. Barry Clements

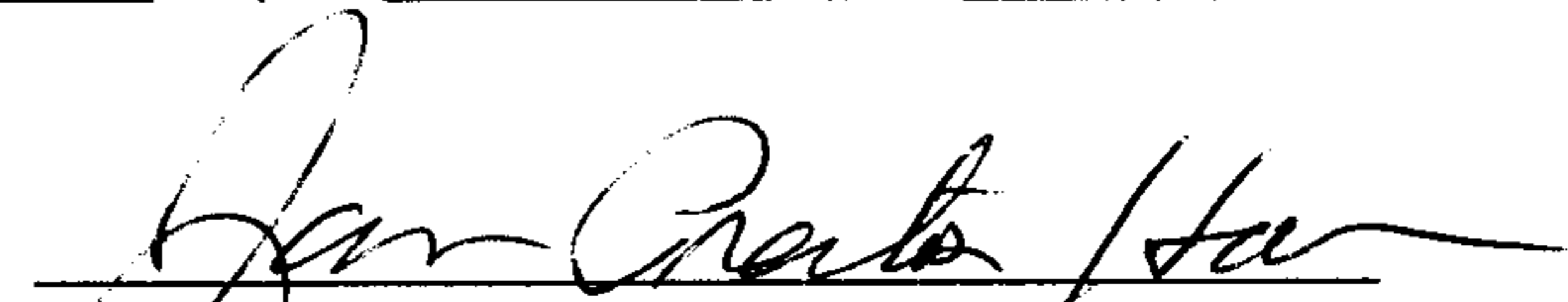
 [SEAL]
S. Clare Clements

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and or said County, in said State, hereby certify that R. Barry Clements and S. Clare Clements, a Married Couple, 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 14th day of September, 2010.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: 4/6/2014

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: Forest Whatley
Forest Whatley
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 Forest Whatley, 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 14th day of September, 2010.

[NOTARIAL SEAL]

Leann C. Cox
NOTARY PUBLIC
My Commission Expires:
NOTARY PUBLIC
MY COMMISSION EXPIRES:
BONDED THRU NOTARY PUBLIC UNDERWRITERS

A.B.C.
Sec.