

STATE OF ALABAMA)
JEFFERSON COUNTY)

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into effective the 17th day of December, 2010, by **BRYANT BANK** ("Secured Party") in favor of Platinum Mortgage.

W-I-T-N-E-S-S-E-T-H:

WHEREAS, Ben B Henson and Arrian Henson (collectively, the "Borrowers") are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "collateral"); and


WHEREAS, the borrowers have previously obtained a loan from Secured Party in the original principal amount of \$50,000.00, which loan was secured by, among other things, a mortgage on the Collateral which was recorded April 2, 2009 in Instrument 20090402000120610, in the Probate Office of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, the Borrowers have obtained a loan from Platinum Mortgage, as evidenced by that certain promissory note of even date herewith in the original principal amount of \$118,700.00; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest to Platinum Mortgage.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in the order to induce Platinum Mortgage to make the said loan to Borrowers, it is hereby agreed as follows:

- 1) Secured Party hereby subordinated its Mortgage and security interest in the Collateral to the debt owed to Bryant Bank as described above and consents to and with Platinum Mortgage and Mortgagor that the Mortgage and the security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the mortgage and security interest granted by Mortgagor to Platinum Mortgage in an amount up to \$118,700.00, together with all advances made thereon and all fees, expenses, and cost, including attorney's fees, uncured in connection with said loan.
- 2) That this Agreement shall be binding upon and secure the parties hereto and their respective successors and assigns and shall inure the benefit of Platinum Mortgage, its successors and assigns.


20101230000440790 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/30/2010 02:56:37 PM FILED/CERT

- 3) That this agreement shall continue to apply, without restriction or limitation, to any modifications, amendments, additions or deletions to the indebtedness of Borrowers to Bryant Bank which is secured by the Collateral; provided, however, that this Agreement shall not apply to the extent of any indebtedness from Borrowers to Bryant Bank in excess of \$50,000.00 together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the date first written above.

SECURED PARTY

Bryant Bank

By: _____

As Its _____

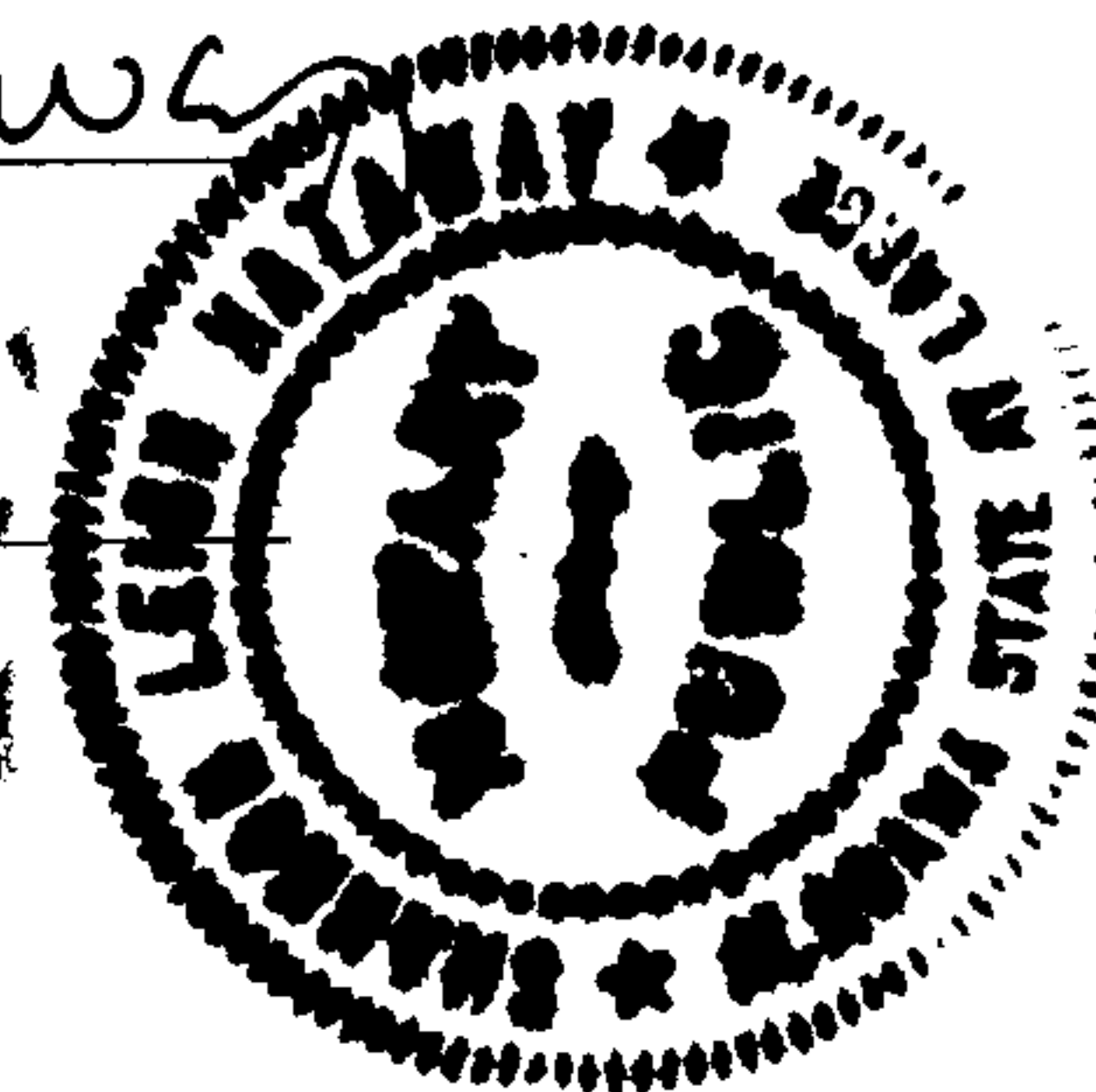
STATE OF ALABAMA)
 :
JEFFERSON COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, does hereby certify that William A Gray, whose name as VP of Business Development of Bryant 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 said instrument, he, as such officer with full authority, executed the same voluntarily for and as the act the said banking corporation.

GIVEN under my hand and official seal of office on this the 21st day of December, 2010

Shamleigh Hataway
Notary Public in and for the
State of Alabama at Large
My Commission Expires _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: August 5, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20101230000440790 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
12/30/2010 02:56:37 PM FILED/CERT

EXHIBIT A

Collateral

Lot 1132, according to the Survey of Brook Highland 11th Sector, Phase I, and Eddleman Community, as recorded in Map Book 19, Page 68 in the Probate Office of Shelby County, Alabama.

Subject to all restrictions, reservations, rights, easements, right-of-way, provisions, covenants, terms, conditions and building set back lines of record.

