

STATE OF ALABAMA
JEFFERSON COUNTY

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 20 day of September, 2011, by First Commercial Bank, a division of Synovus Bank (hereinafter referred to as the "Holder") in favor of Bancorp South, (hereinafter referred to as the "Lender"), it's successors, and assigns.

WITNESSETH:

WHEREAS, Holder did loan to James F/Kathryn J Clayton (the "Borrower", whether one or more) the sum of Three Hundred Forty Seven Thousand One Hundred Fifty and 00/100 (\$347,150.00) amended to Fifty Thousand and 00/100 (50,000.00), which loan is evidenced by a note dated 07/31/2008 amended 9/20/2011, executed by Borrower in favor of Holder, and is secured by a mortgage, deed of trust, deed to secure debt or other security instrument dated 07/31/2008 amended 9/20/2011 ("the Existing Mortgage") covering the property described therein and recorded in Book 20080821000336600, page in the public records of Shelby County, Alabama; and

WHEREAS, Borrower has requested Bancorp South lend to it the sum of Three Hundred Eight Thousand and 00/100 (\$ 308,000.00) (the "Loan"), such Loan to be evidenced by a promissory note in such amount executed by Borrower in favor of Lender and secured by a mortgage, deed of trust, deed to secure debt, security deed or other security instrument of even date therewith (the "Superior Mortgage"); and


WHEREAS, the Lender has agreed to make the Loan to the Borrower, if, but only if, the Superior Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Existing Mortgage on the terms set forth below and provided that the Holder will specifically and unconditionally subordinate the lien or charge of the Existing Mortgage to the lien or charge of the Superior Mortgage on the terms set forth below.

NOW, THEREFORE, in consideration of one dollar in hand paid by the Borrower to Holder, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder agrees as follows:

1. The Superior Mortgage and the note secured by the Superior Mortgage and the debt evidenced by such note and all renewals and extensions thereof, or any part thereof, and all interest payable on all said debt and on any such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the Superior Mortgage, prior and superior to the lien or charge to the Holder.

2. Holder acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Existing Mortgage in favor of the lien or charge of the Superior Mortgage, and that it understands that, in reliance upon and in consideration of the waiver, relinquishment, and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into by the Lender which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

3. This agreement contains the entire agreement between the parties hereto as to the Existing Mortgage and the Loan secured by the Superior Mortgage, and as to the priority thereof, and


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4. This agreement shall be binding upon the Holder, its successors and assigns and shall inure to the benefit of the Lender, its successors and assigns.

5. No waiver shall be deemed to be made by the Holder of any of its rights hereunder or under the Existing Mortgage, unless the same shall be in writing signed on behalf of the Holder, and each waiver, if any, shall be a waiver only with respect to the specific instance involved and shall in no way impair the rights of the Holder, or the obligations of the Borrower to the Holder in any other respect at any other time.

IN WITNESS WHEREOF, the Holder has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

FIRST COMMERCIAL BANK,
a division of Synovus Bank

ATTEST

By: Dianne Walker
Its: Credit Support Asst.

State of Alabama
Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said State hereby certify that Dianne Walker, whose name as Credit Support Asst. of First Commercial Bank, *a division of Synovus 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, the officer, with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of September, 2011.


[SEAL]

Hubert A. Burk
Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Apr 18, 2013
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This Instrument Prepared By:
Dianne Walker
First Commercial Bank, *a division of Synovus Bank*
P.O. Box 11746
Birmingham, AL 35202


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