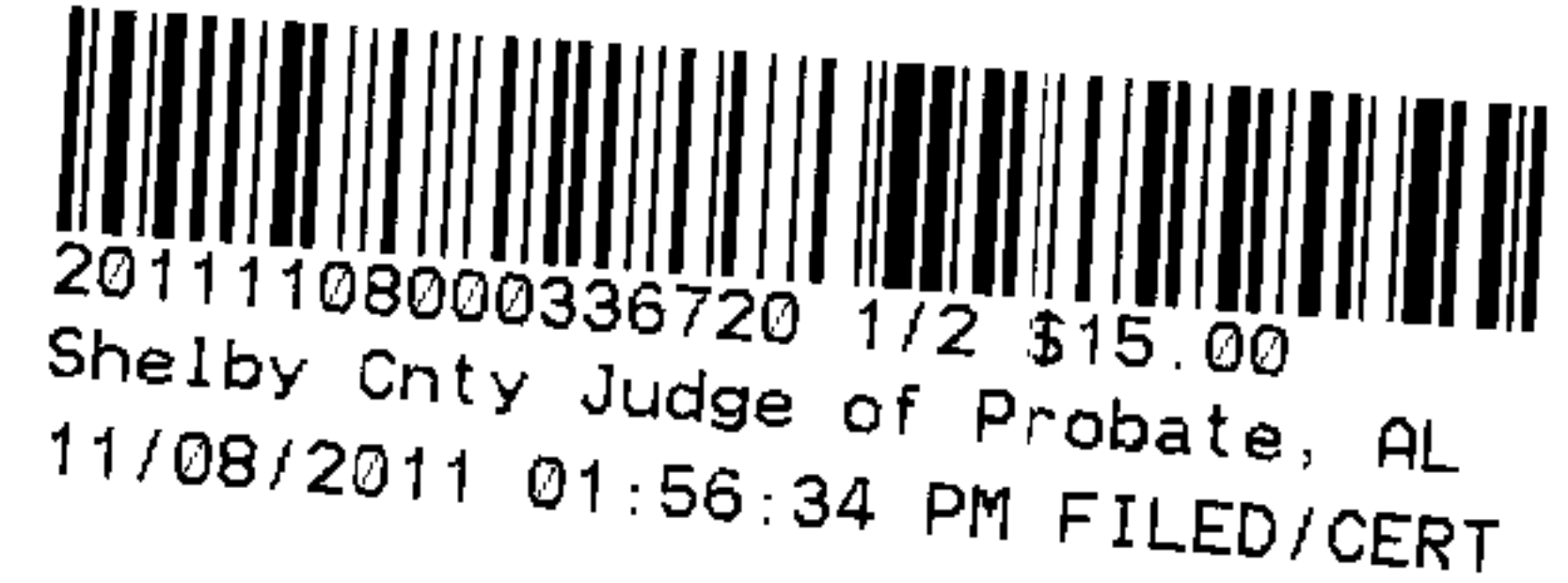


This instrument prepared by:

Bryant Bank  
2700 Cahaba Village Plaza  
Mountain Brook AL 35243



STATE OF ALABAMA            )  
  )  
JEFFERSON COUNTY            )

**MORTGAGE SUBORDINATION AGREEMENT**

This Mortgage Subordination Agreement is made and entered into effective the 4<sup>th</sup> day of November, 2011, by **BRYANT BANK** ("Secured Party") in favor of Bryant Mortgage Company Inc.

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

WHEREAS, William L. Valentz and Christa G. Valentz (collectively, the "Borrowers") are the owners of certain real property and improvements located in Shelby County, Alabama, to wit:

4862 Southlake Parkway, Birmingham, Alabama, 35244, being more particularly described as:

Lot 32, according to the survey of Southlake, First Addition, as recorded in Map Book 14, Page 31, in the Probate Court of Shelby County, Alabama

(hereinafter the "Collateral"); and

WHEREAS, the Borrowers have previously obtained a loan from Secured Party in the original principal amount of \$250,000.00, which loan was secured by, among other things, a mortgage on the Collateral which was recorded on 08/12/2011 as Instrument Number 20110812000238620, in the Probate Office of Shelby County, Alabama; and

WHEREAS, the Borrowers have obtained a loan from Bryant Mortgage Company Inc., its successors and/or assigns, as their interests may appear, as evidenced by that certain promissory note dated 08/03/2011 in the original principal amount of \$417,000.00, which loan is also secured by a mortgage on the Collateral described above; and

WHEREAS, Secured Party has agreed to subordinate its mortgage and security interest in the Collateral to the mortgage and security interest executed by Borrowers in favor of Bryant Mortgage Company Inc., its successors and/or assigns as their interests may appear.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1) Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to Bryant Mortgage Company, Inc., and its successors and assigns as their interests may appear, as described above and consents to and with Bryant Mortgage

Company Inc 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 Bryant Mortgage Company Inc in an amount up to \$417,000.00, 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 Bryant Mortgage Company Inc, its successors and assigns.
- 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 \$250,000.00 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: S. Kelly Watson  
S. Kelly Watson

As Its: Vice President

STATE OF ALABAMA       )  
  )  
JEFFERSON COUNTY       )

  
20111108000336720 2/2 \$15.00  
Shelby Cnty Judge of Probate, AL  
11/08/2011 01:56:34 PM FILED/CERT

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, does hereby certify that S. Kelly Watson whose name as Vice President 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, she, 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 4 day of November, 2011.

Amie Nicole Barber  
Notary Public in and for the  
State of Alabama at Large  
My Commission Expires 6/11/2013

