

Once recorded, please mail original to:
Oakworth Capital Bank
2100A Southbridge Pkwy, Ste 445
Birmingham, AL 35209

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 3rd day of February, 2012, by and between John H Blythe and Pat R Blythe, 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 \$627,000.00, dated October 25, 2011, and filed on November 4, 2011, and recorded in Instrument Number 20111104000331630, in the Probate Office of Shelby County, Alabama:

Lot 723, according to the Survey of Greystone Legacy 7th Sector, as recorded in Map Book 30, Page 43 A, B and C, in the Probate Office of Shelby County, Alabama.

(herein referred to as the "Property").

Branch Banking and Trust Company is making a first mortgage loan to the Borrowers in the principal amount of \$417,000.00 (herein referred to as the "First Mortgage"). It is a condition that to Branch Banking and Trust Company 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.

Branch Banking and Trust Company 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 Branch Banking and Trust Company. 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 Branch Banking and Trust Company to make the loan above referred to, above, it is hereby agreed as follows:

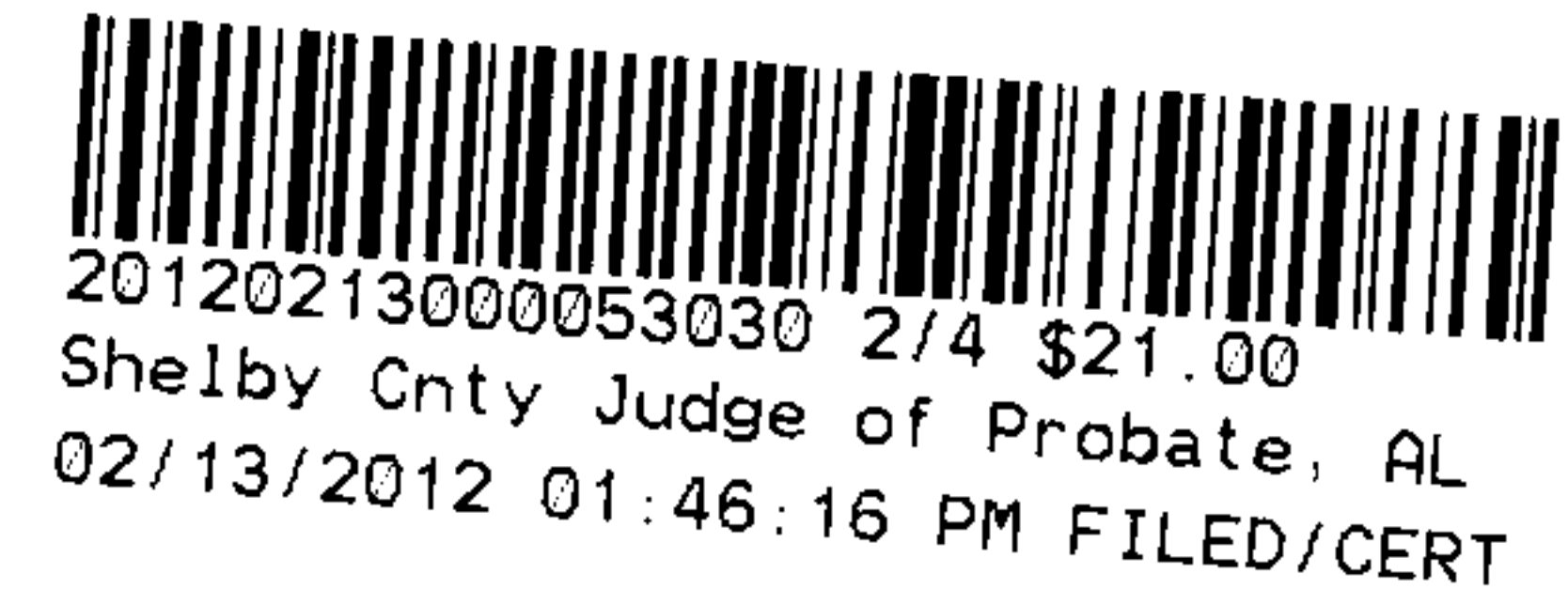
1. **SUBORDINATION**: The First Mortgage securing the Note in favor of Branch Banking and Trust Company referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all time a lien on the Property prior to and superior to the lien of the Second Mortgage 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 Branch Banking and Trust Company, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. Branch Banking and Trust Company acknowledges that advances



under the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

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}



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

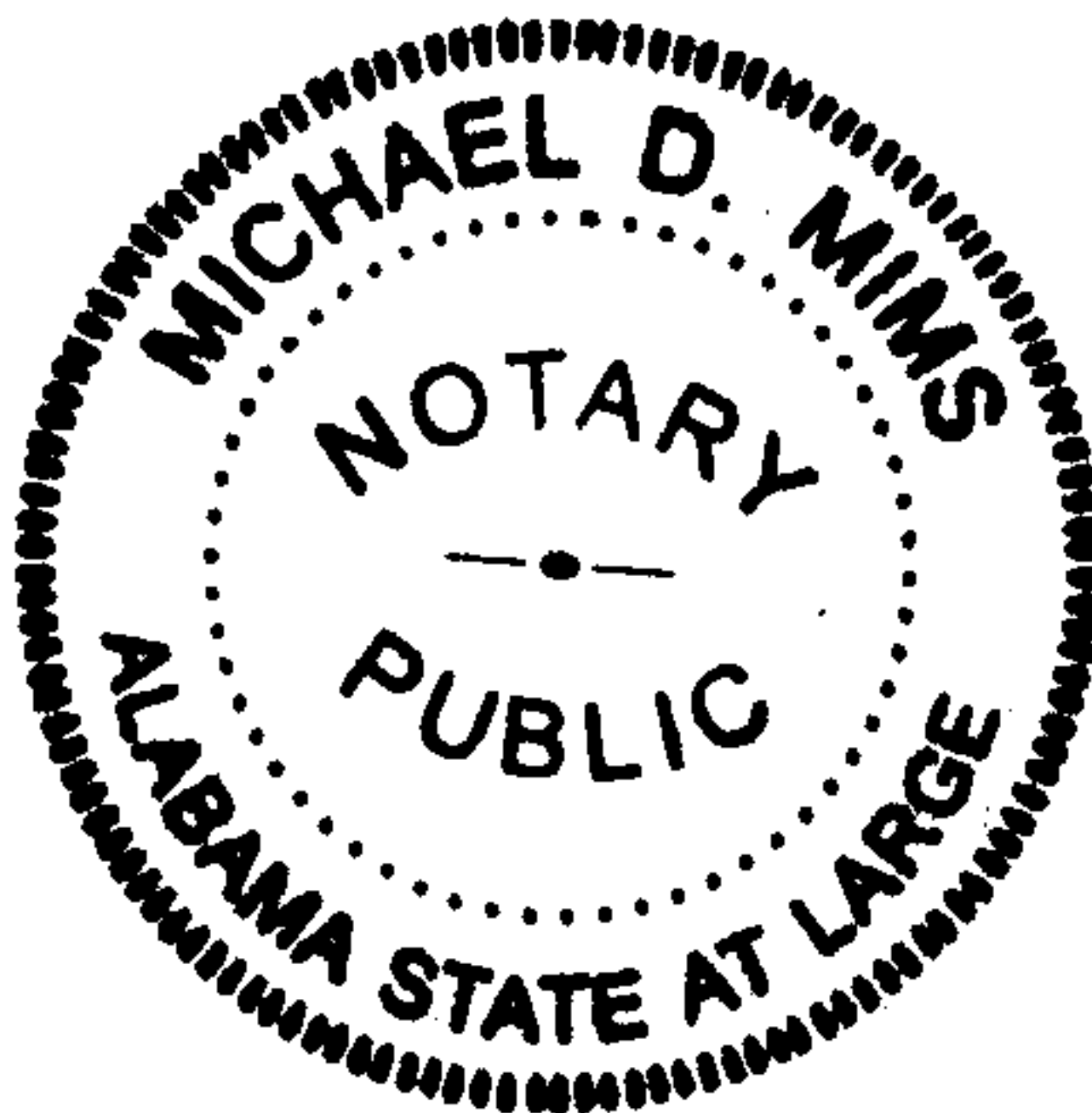
John H. Blythe [SEAL]
John H Blythe
Pat R. Blythe [SEAL]
Pat R Blythe

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and or said County, in said State, hereby certify that John H Blythe and Pat R Blythe, 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 3rd day of February 2012.

[NOTARIAL SEAL]



Michael D. Mims
NOTARY PUBLIC
My Commission Expires: _____


NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS



20120213000053030 3/4 \$21.00
Shelby Cnty Judge of Probate, AL
02/13/2012 01:46:16 PM FILED/CERT

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

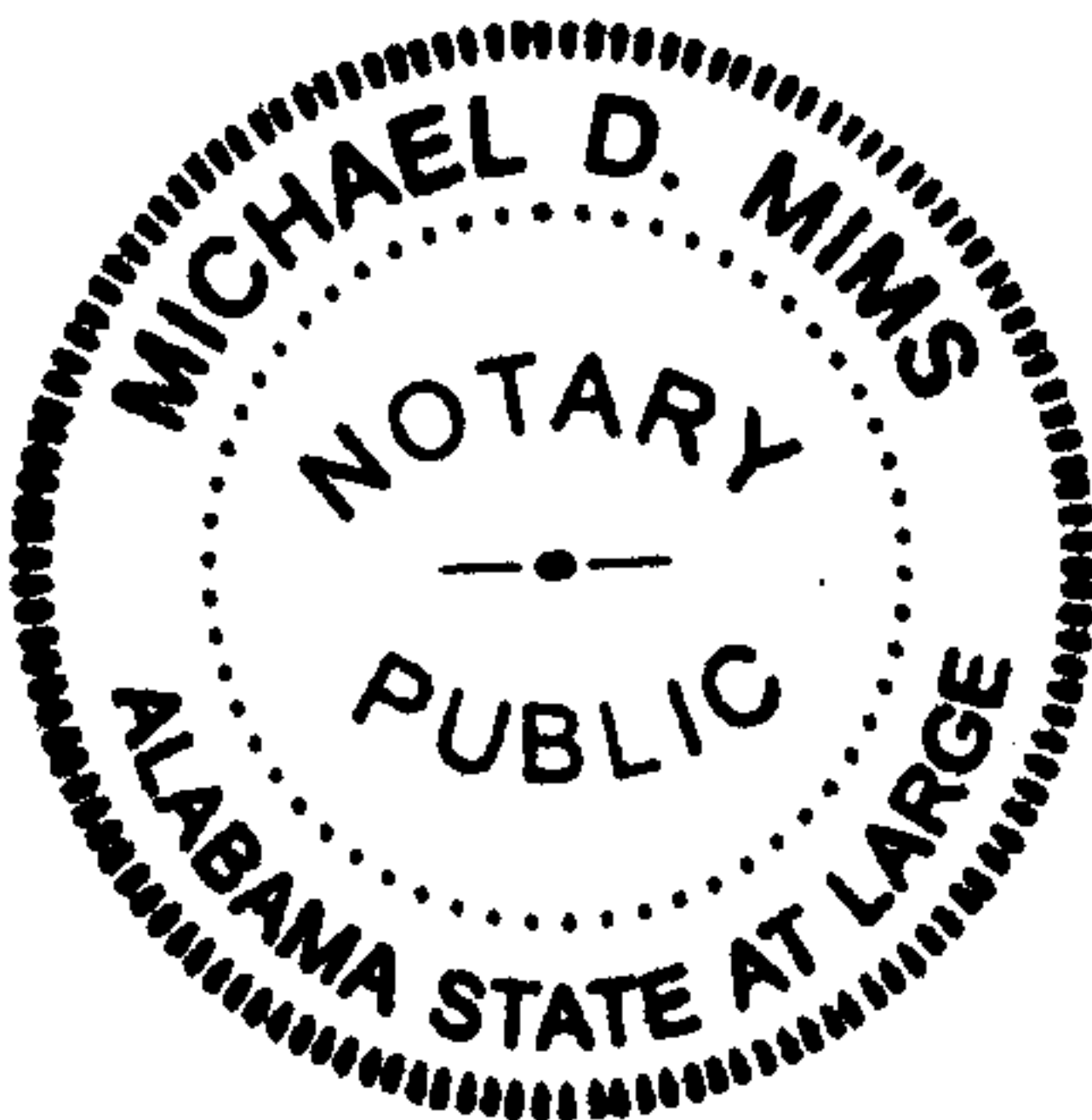
By: 
Sam A. Scalici, Jr.
Its: Managing Director

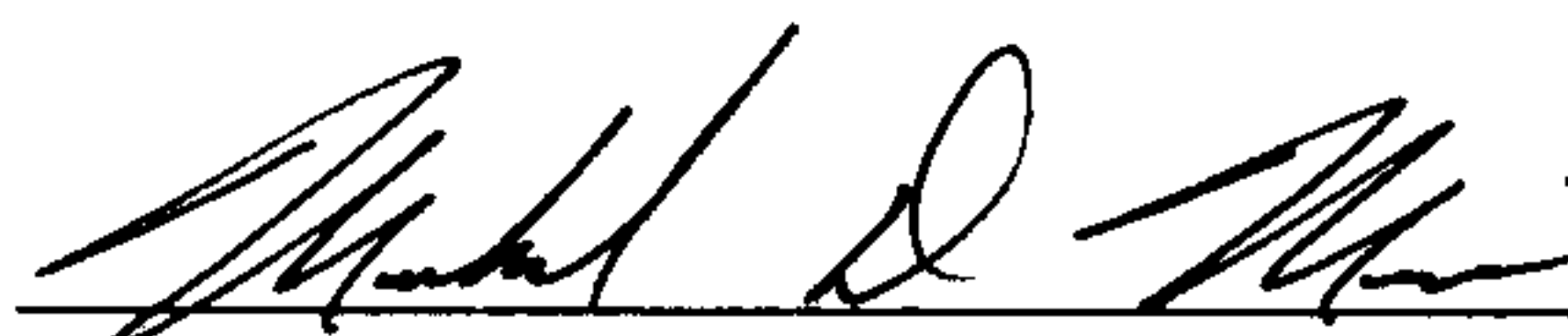
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Sam A. Scalici, Jr., 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 3rd day of February 2012.

[NOTARIAL SEAL]




NOTARY PUBLIC
My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 16, 2012
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument prepared by:
Oakworth Capital Bank
Alyce Rawls
2100A Southbridge Pkwy, Ste 445
Birmingham, AL 35209