

SUBORDINATION AGREEMENT

STATE OF ALABAMA
COUNTY OF JEFFERSON

This Subordination Agreement made and entered into on this the 27th day of February, 2012, by and between: Superior Bank k/n/a Cadence Bank, as party of the First Part and Regions Bank d/b/a Regions Mortgage, party of the Second Part.

WITNESSETH:

That, Whereas, IVEY L. MASON, JR. AND SHARON B. MASON, has an outstanding lien in favor of: Superior Bank k/n/a Cadence Bank dated the 12th day of August, 2009, and recorded in Instrument 20090831000334990 in the Probate Office of Shelby County, Alabama, on certain real estate described therein to secure an indebtedness of \$12,000.00.

Whereas, IVEY L. MASON, JR. AND SHARON B. MASON has/have made an application to the Party of the Second Part for a loan in the sum of \$191,500.00 and said Party of the Second Part is willing to make said loan to the said, provided they furnish it with a mortgage on the lands described in the aforesaid lien, and the said Party of the First Part subordinate the above-described lien and make the same second and subservient to the mortgage of Regions Bank d/b/a Regions Mortgage.

Whereas, the said Party of the First Part is willing to subordinate its said lien and make the lien second and subservient to the mortgage of the said Party of the Second Part as an inducement to it to make said loan.

Now, Therefore, in consideration of the premises and the further consideration of the sum of \$1.00, cash, in hand paid, the Party of the First Part by the Party of the Second Part, the receipt of which is hereby acknowledge, the said Party of the First Part does hereby agree that the lien of, Superior Bank k/n/a Cadence Bank dated the 12th day of August, 2009, recorded in Instrument 20090831000334990 in the Probate Office of Shelby County, Alabama, shall be subordinate to the mortgage of Regions Bank d/b/a Regions Mortgage dated March 9, 2012 and recorded * in 20120319000093890, in the Probate Office of Shelby County Alabama.

IT IS FURTHER agreed that should IVEY L. MASON, JR. AND SHARON B. MASON default in the payments under the terms of the real estate mortgage to Party of the Second Part, the said Lender agrees to notify Party of the First Part of said default prior to taking legal action.

IN WITNESS WHEREOF, the said Party of the First Part has caused its name to be hereunto signed on this the 27th day of February, 2012

SUPERIOR BANK KNA CADENCE BANK
BY: [Signature]
ITS: SVP

STATE OF ALABAMA
COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said county and state, hereby certify that JAMES W. MANN, JR. whose named as SR. VICE PRESIDENT of SUPERIOR BANK KNA CADENCE BANK is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, the same was executed voluntarily and with full authority on the day the same bears date.

Given under my hand and official seal on this 27th day of February, 2012.

[Signature]
Notary Public
Commission Expires: 5/20/14

Prepared By: The Snoddy Law Firm, LLC, 2105 Devereux Circle, Suite 101, Birmingham, Alabama 35243



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Shelby Cnty Judge of Probate, AL
03/19/2012 11:49:41 AM FILED/CERT