


WHEN RECORDED MAIL TO:

Aliant Bank a division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242

Loan #61004227


20120411000124370 1/3 \$18.00
Shelby Cnty Judge of Probate, AL
04/11/2012 01:26:04 PM FILED/CERT

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 22nd day of March, 2012, by and between Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242 ("Subordinating Lender") and Aliant Bank a division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 35242

WHEREAS, Stephen K. Smith and Cheryl H. Smith ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Forty Thousand Dollars (\$40,000.00), dated May 22, 2008 and recorded June 6, 2008, on Instrument number 2008060600234100 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

See Attached Exhibit "A"

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Three Hundred Eighteen Thousand Five Hundred Dollars (\$318,500.00), dated March ____, 2012 which mortgage is intended to be recorded herewith in the records of Montgomery County;

WHEREAS, Lender has required as a condition of its loan to Borrower that the lien of the mortgage executed by the Borrower to the Subordinating Lender be subordinated to the lien of the mortgage executed by Borrower to Lender to which Subordinating Lender has agreed on the conditions provided herein,

NOW THEREFORE, intending to be legally bound hereby, the undersigned agree as follows:

1. That the lien of mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated to the lien of the mortgage executed by the Borrower to Lender provided, however, that the lien of the mortgage to Subordinating Lender shall be subordinated to the lien of the mortgage to Lender only to the extent that the lien of the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
2. That the mortgage executed by the Borrower to Subordinating Lender is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to Lender to the extent that the mortgage to Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.
3. That to the extent the mortgage of Lender is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Lender shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by the said Borrower to Subordinating Lender but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Lender as well as any judgment obtained upon the bond or note secured thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals hereto as of the date first above written.

Aliant Bank, a division of USAMERIBANK

By: Amanda Bivins
Consumer Loan Doc Manager

STATE OF ALABAMA

COUNTY OF MONTGOMERY

On this the 29th day of March, 2012, before me, the undersigned officer of the state and county mentioned, personally appeared Amanda Bivins, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is the Consumer Loan Doc Manager of the maker or constituent of the maker and is authorized by the maker or its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

April Caroline Price
NOTARY PUBLIC

My commission expires: **NOTARY PUBLIC STATE OF ALABAMA AT LARGE**
MY COMMISSION EXPIRES: Nov 21, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS



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EXHIBIT A

Lot 2966, according to the Map of Highland Lakes, an Eddleman Community, 29th Sector, an Eddleman Community, as recorded in Map Book 36, Page 33-B, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 and amended in Instrument No. 1996-17543, and further amended in Inst. #1999-31095, in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 29th Sector, recorded as Instrument #20051229000667930, in the Probate Office of Shelby County, Alabama (which, together with all amendments thereto, is hereinafter collectively referred to as, the "Declaration").