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Shelby Cnty Judge of Probate, AL
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Lien Subordination Agreement

12-0141
THIS LIEN SUBORDINATION AGREEMENT ("Agreement") is made on the 20th day of June, 2012 by M&F Bank (successor in interest to First National Bank of Shelby County) and HOMETOWN MORTGAGE SERVICES, INC., ("New Lender") (collectively, the "Parties").

RECITALS:

WHEREAS, Michael Rene Edwards and Cynthia D. Edwards ("Borrowers") borrowed funds in the maximum principal amount of Twenty Five Thousand Dollars (\$25,000.00) from First National Bank of Shelby County (now M&F Bank), said loan being evidenced by a promissory note and mortgage, with future advance clause, or other obligation dated August 15, 2005 and recorded as Instrument Number 20050825000439100, in the Office of the Judge of Probate of Shelby County, Alabama. ("Mortgage"); and

WHEREAS, the Mortgage grants a lien on the property ("Property") described therein, which description is by this reference incorporated as if fully set out herein.

WHEREAS, Borrower desires to borrow from New Lender, and New Lender desires to lend to Borrower, funds in the maximum principal amount of \$205,000.00, which loan will be evidenced by a Note or other obligation to be executed by Borrower in favor of New Lender ("New Note"), and which will be secured by a mortgage from borrower to New Lender ("New Mortgage"); and

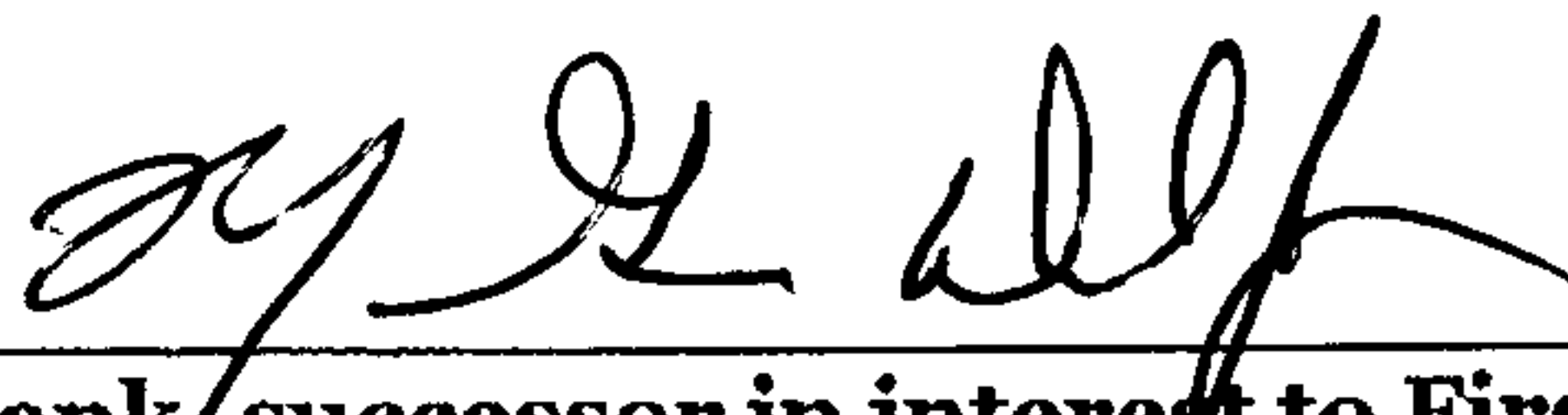
WHEREAS, New Lender is unwilling to make the above-referenced loan to Borrower unless the New Mortgage has priority over, and is senior to, the lien of the Mortgage.

NOW, THEREFORE, the Parties agree as follows:

1. M&F BANK (successor in interest to First National Bank of Shelby County) hereby subordinates the Mortgage and the lien thereof to the New Mortgage, up the Maximum Principal Amount of the New Mortgage. To the extent that New Lender extends to Borrower any amount over and above the Maximum Principal Amount of the New Mortgage, and to the extent of any interest, fees, premiums, penalties, charges, costs, and expenses relating thereto, the Mortgage and the lien thereof shall have priority over the New Mortgage.
2. The New Mortgage upon the property described therein shall be superior and senior to the lien of the Mortgage, up to the Maximum Principal Amount, as provided above, and to carry out such purpose, M&F BANK (successor in interest to First National Bank of Shelby County) does hereby release, remise, and forever quitclaim its title to, and lien upon, the Property to the extent, but only to the extent that the Mortgage shall be subordinate and junior to the New Mortgage, up to the Maximum Principal Amount, as provided above. The foregoing subordination applies only to the New Mortgage and does not affect the lien of the Mortgage with respect to any other matters of title affecting the Property.

3. Except for the subordination of the Mortgage to the New Mortgage as set forth herein, the Mortgage and all the terms and conditions thereof shall be and remain in full force and effect.
4. All references herein to M&F BANK (successor in interest to First National Bank of Shelby County) and New Lender shall include the heirs, successors, and assigns of such party, and all of the covenants, provisions, and agreements by or on behalf of any such party shall bind and inure to the benefit of the heirs, successors, and assigns of such party and the other parties hereto.

IN WITNESS WHEREOF, M&F BANK (successor in interest to First National Bank of Shelby County) has caused this instrument to be executed by its duly authorized officer, as of the day and year first above written.

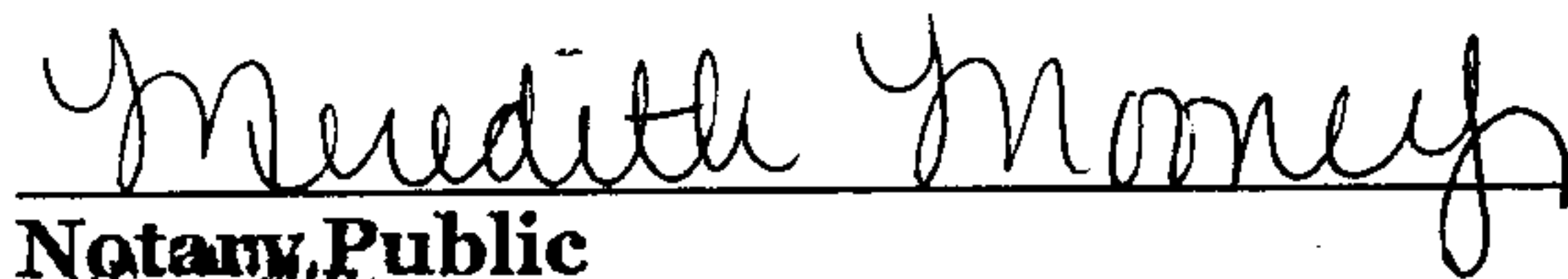


M&F Bank, successor in interest to First National Bank of Shelby County
By: Y. Geron Daniel, Jr.
Its: Branch Manager

STATE OF ALABAMA
COUNTY OF SHELBY

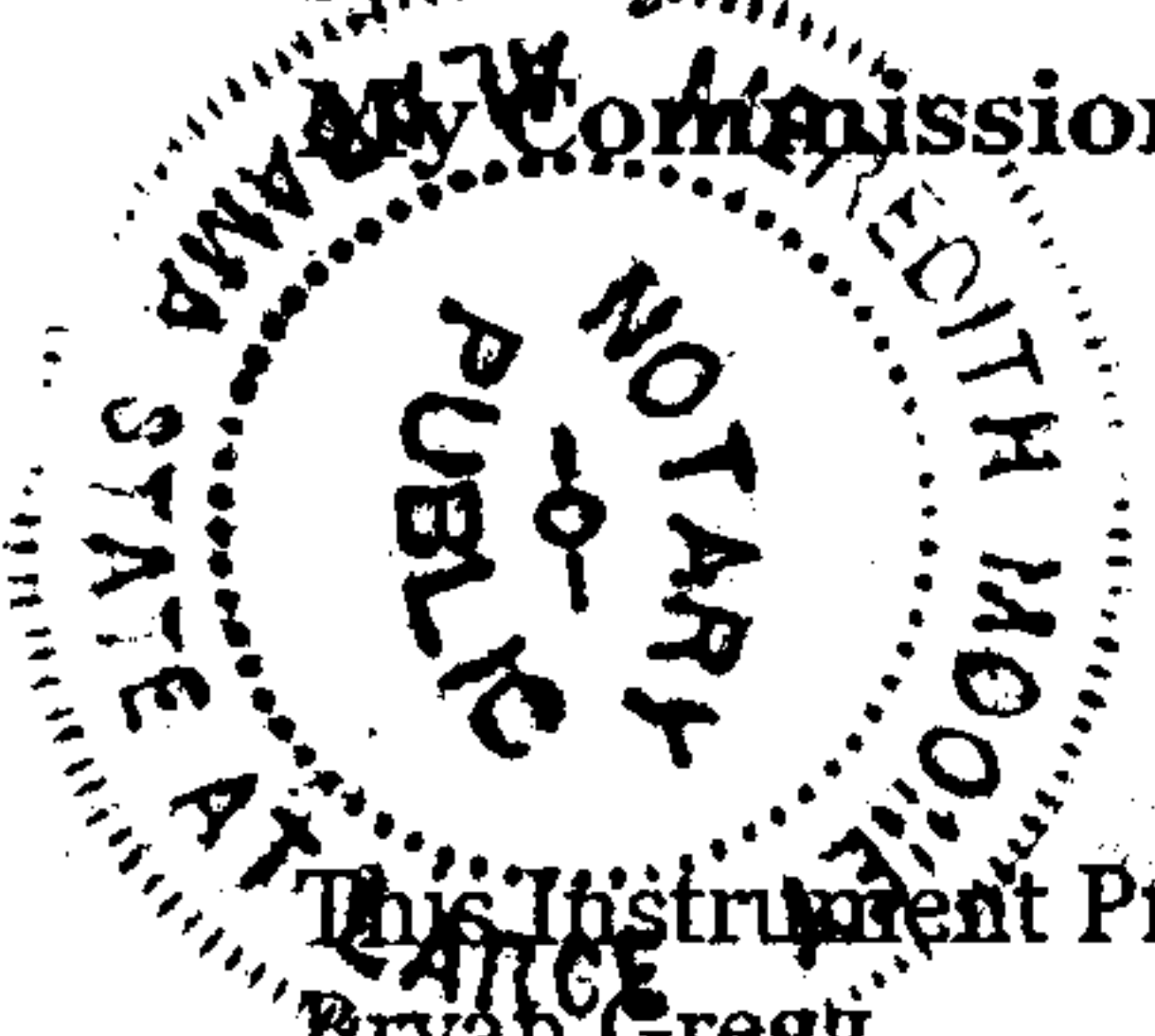
I, Meredith Mooney, a Notary Public, in and for said County in said State, hereby certify that **Y. Geron Daniel, Jr.**, whose name(s) is/are signed as **Branch Manager** of **M&F Bank, successor in interest to First National Bank of Shelby County** to the foregoing Subordination Agreement, and who is/are known to me or has been made known to me, acknowledges before me on this day that, being informed of the contents of the Subordination Agreement, he/she as such officer and with full authority, executed the same voluntarily for and as the act of said **M&F Bank, successor in interest to First National Bank of Shelby County**.

Given under my hand and official seal this 20th day of
June, 2012.




Notary Public

My Commission Expires: 1/20/2013



This Instrument Prepared By:
Bryan Gregg
684 Bowen Road
Ashland, Alabama 36251


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