

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 28th day of June 2012, by and between David R. King and Stacy H King, 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 \$209,450.00, dated July 12, 2011, and filed on July 18, 2011, and recorded in Instrument Number 20110718000207890 in the Probate Office of Shelby County, Alabama and also a Modification Agreement – Mortgage increasing the mortgage amount to \$260,000.00, dated September 1, 2011, and filed on September 13, 2011, and recorded in Instrument Number 20110913000270600, in the Probate Office of Shelby County, Alabama:

Lot 212, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, Page 66, in the Office of the Judge of Probate of Shelby County, Alabama.

(herein referred to as the "Property").

Fidelity Bank dba Fidelity Bank Mortgage 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 Fidelity Bank dba Fidelity Bank Mortgage 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.

Fidelity Bank dba Fidelity Bank Mortgage 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 Fidelity Bank dba Fidelity Bank Mortgage. 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 Fidelity Bank dba Fidelity Bank Mortgage 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 Fidelity Bank dba Fidelity Bank Mortgage 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 Fidelity Bank dba Fidelity Bank Mortgage and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. Fidelity Bank dba Fidelity Bank Mortgage


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.

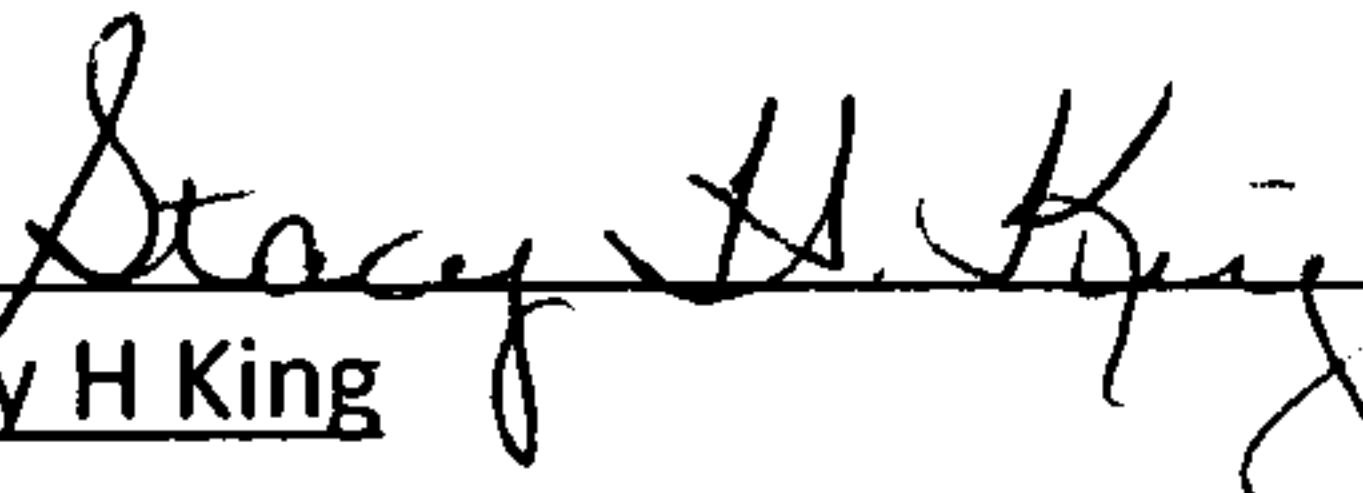
{SIGNATURE PAGES TO FOLLOW}


20120712000248930 2/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/12/2012 01:53:14 PM FILED/CERT

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

 [SEAL]

David R King

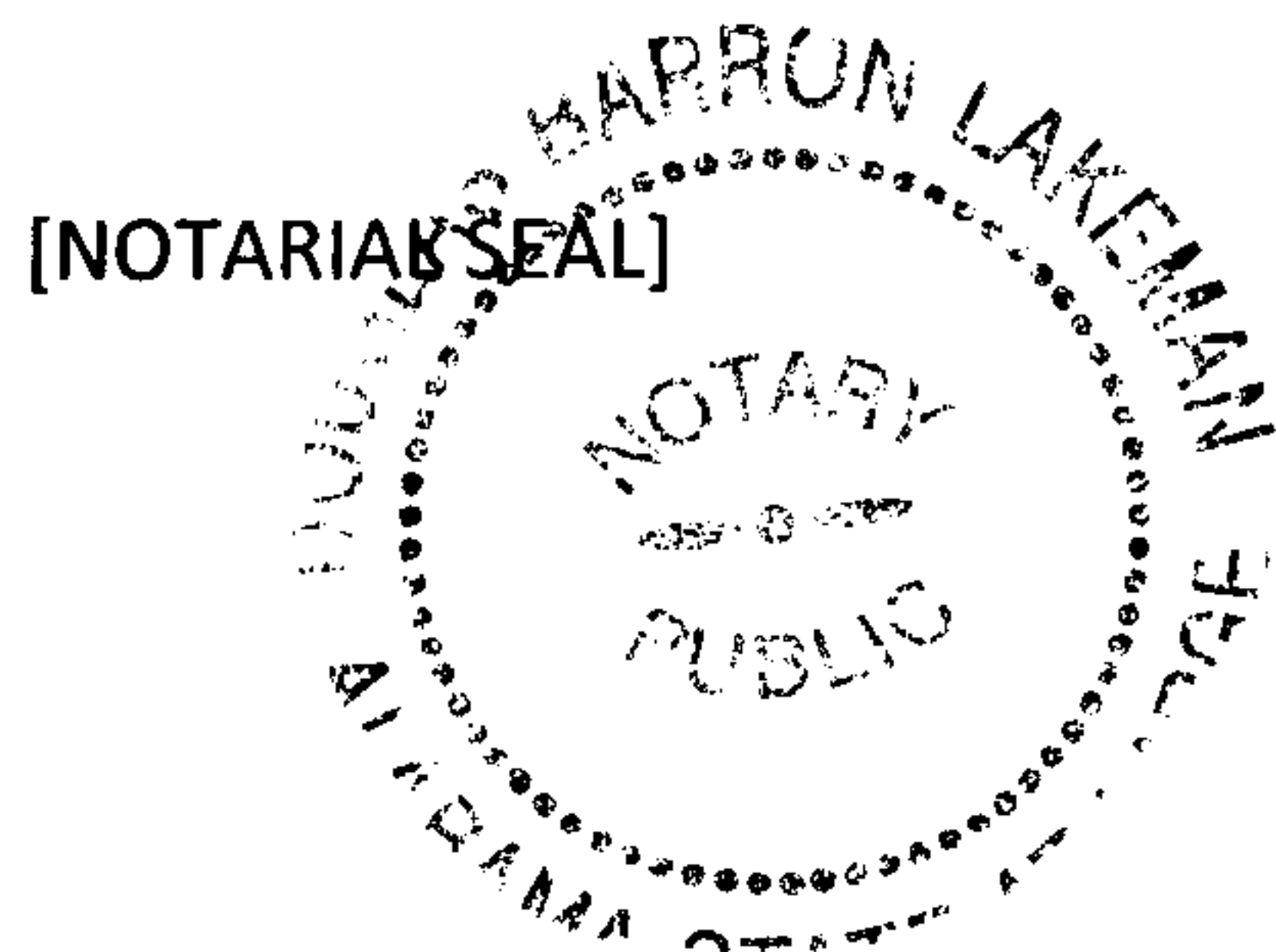
 [SEAL]

Stacy H King

STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned Notary Public in and or said County, in said State, hereby certify that David R. King and Stacy H King, 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 28th day of June 2012.



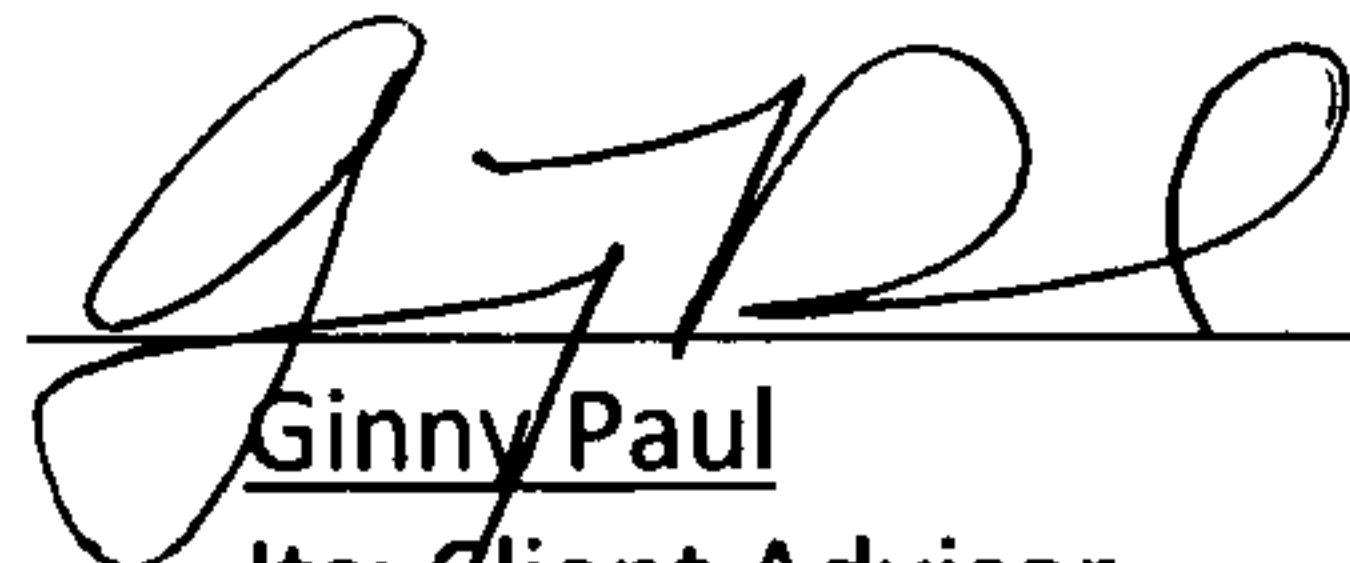


NOTARY PUBLIC
My Commission Expires: 3-3-16


20120712000248930 3/4 \$22.00
Shelby Cnty Judge of Probate, AL
07/12/2012 01:53:14 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

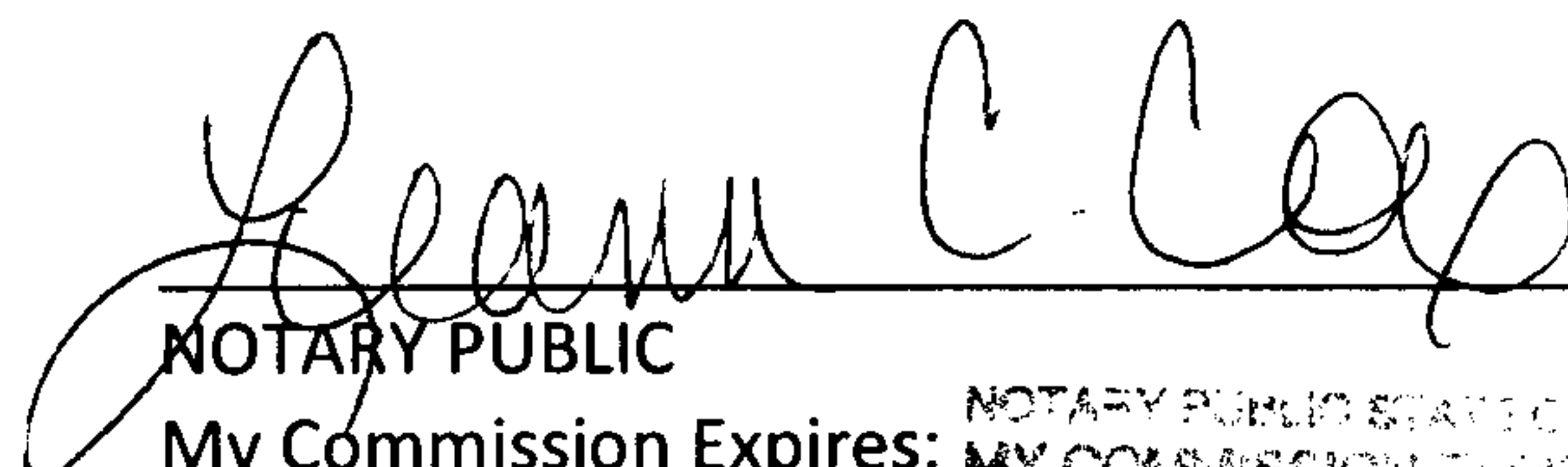
By: 
Ginny Paul
Its: Client Advisor

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Ginny Paul, whose name as Client Advisor, 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 28th day of June 2012.

[NOTARIAL SEAL]


NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES: JULY 01, 2013
NOTARY PUBLIC STATE OF ALABAMA
POWERED BY THE NOTARY PUBLIC BOARD OF ALABAMA

This document prepared by:
Alyce Rawls
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