

This section for Recording Use Only

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**SUBORDINATION AGREEMENT**

Customer Name: Randall Hamaker and Carrie Hamaker  
Loan Number: 120341-0550

THIS AGREEMENT is made and entered into on this 22 day of August, 2012, by CADENCE BANK, N.A., a national bank association (successor by way of merger to SUPERIOR BANK, N.A., a national banking association (as purchaser and assignee from the FEDERAL DEPOSIT INSURANCE CORPORATION, as receiver of SUPERIOR BANK, a federal savings bank, pursuant to that certain Purchase and Assumption Agreement dated as of April 15, 2011 (Hereinafter referred to as "CADENCE") in favor of MERCHANTS & FARMERS BANK, its successors and assigns (Hereinafter referred to as "LENDER").

**RECITALS**

CADENCE loaned to Randall Hamaker and Carrie Hamaker (the "BORROWER", whether one or more) the sum of \$40,000.00. Such loan is evidenced by a note dated December 17, 2008, executed by BORROWER in favor of CADENCE which note is secured by a mortgage, deed of trust, security deed, to secure debt, or other security agreement recorded on December 30, 2008 in Instrument 20081230000478940, in the public records of SHELBY COUNTY, ALABAMA (the "CADENCE MORTGAGE"). BORROWER has requested that LENDER lend to it the sum of \$245,603.00 which will be evidenced by a promissory note, and executed by BORROWER in favor of LENDER (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). LENDER and BORROWER have requested that CADENCE execute this instrument.

**AGREEMENT**

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, CADENCE agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of CADENCE BANK, N.A. to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the

Note of the Mortgage necessary to preserve the rights or interest of LENDER thereunder; but not to the extent of any other future advances.

By its acceptance of this agreement, the BORROWER agrees to pay the subordination fee set out in the Cadence Bank Subordination Request Form.

IN WITNESS WHEREOF, CADENCE BANK N.A. has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

CADENCE BANK, N.A.

By: John Herzog  
Its: SVP

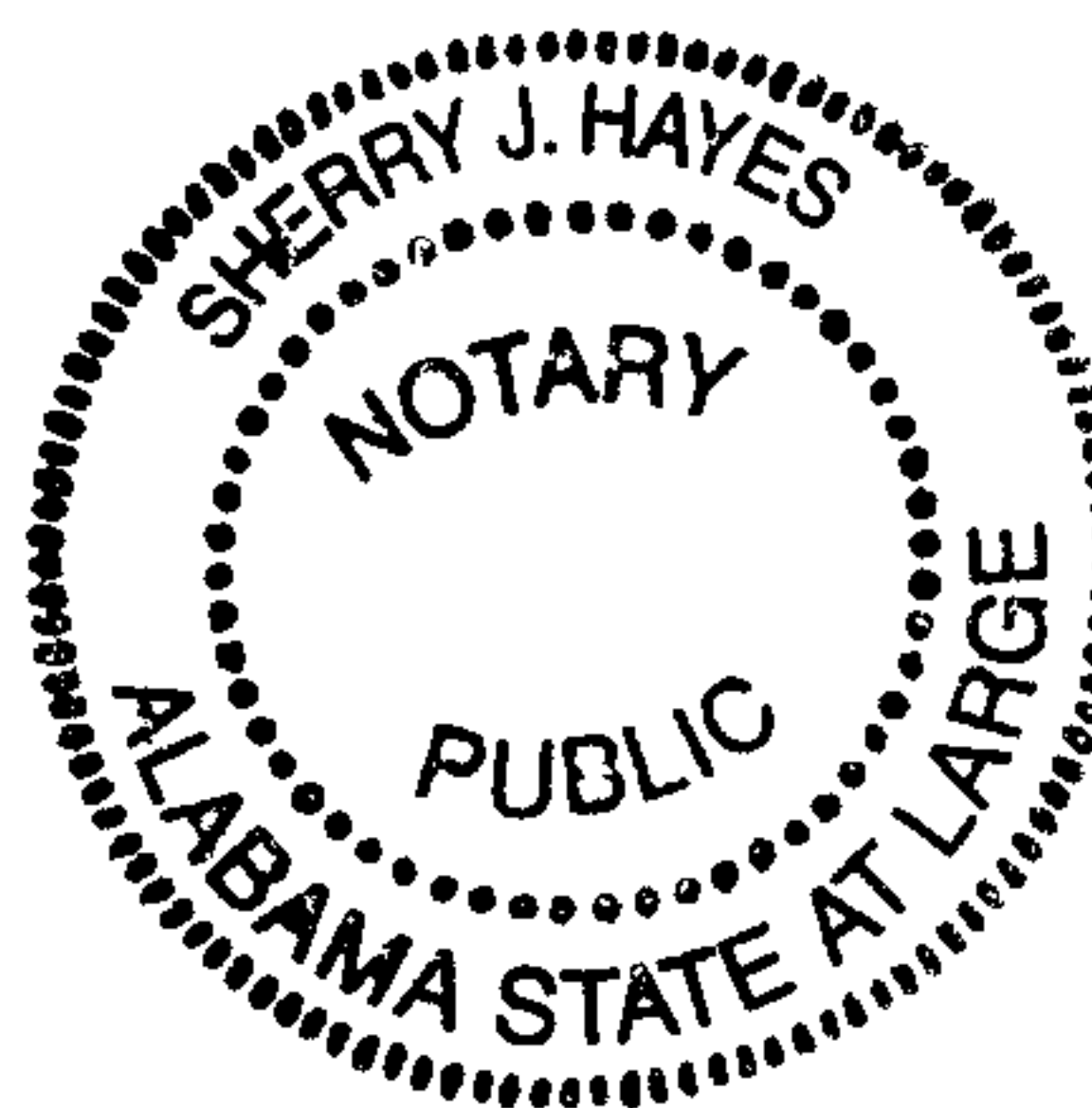
STATE OF ALABAMA  
COUNTY OF SHELBY


PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for said County and State, on this the 22nd day of August, 2012, within my jurisdiction, the within named John Herzog who acknowledged that he/she is Senior Vice Pres of Cadence Bank, a banking corporation, and that for and on behalf of the said Cadence Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Cadence Bank so to do.

Sherry J. Hayes  
Notary Public  
My Commission Expires: May 11, 2014

**THIS INSTRUMENT PREPARED BY:**

C. Ryan Sparks  
Sparks Law Firm, LLC  
2635 Valleydale Road, Suite 200  
Birmingham, AL 35244  
Direct: 205-215-8433



  
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Shelby Cnty Judge of Probate, AL  
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