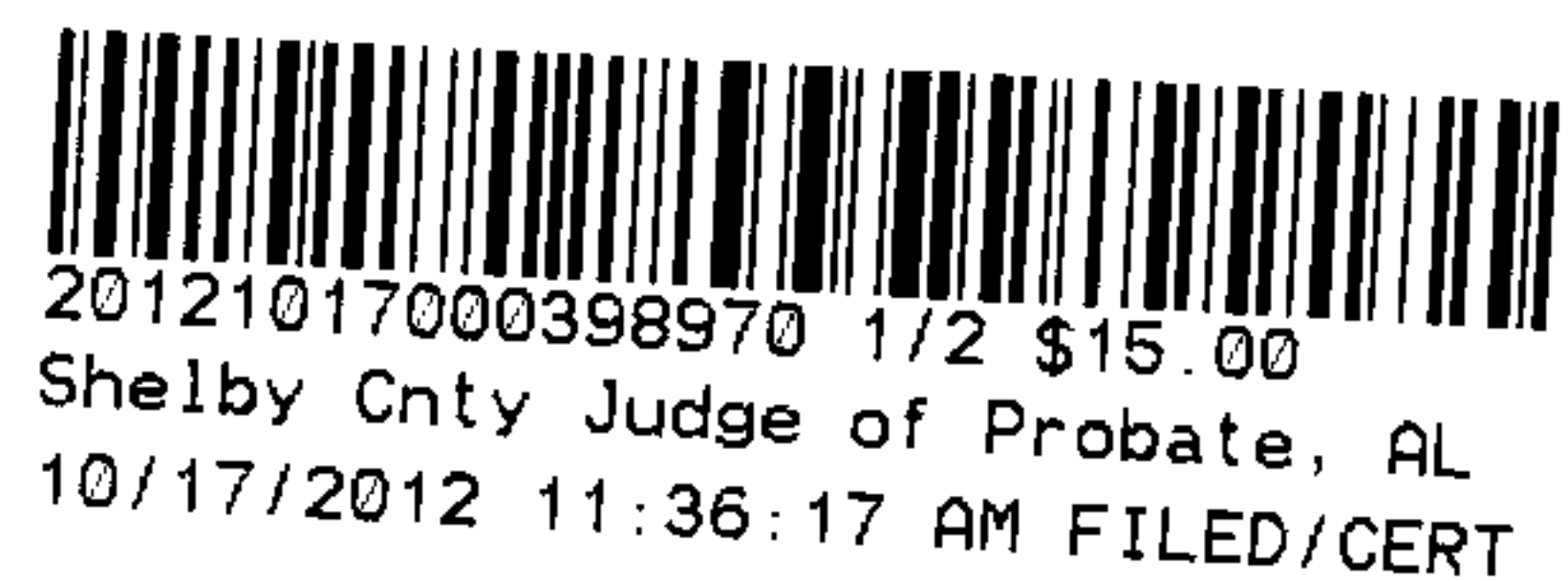


WHEN RECORDED MAIL TO:

ALIAN BANK
A Division of USAMERIBANK
Attn: Amanda Bivins
1100 Corporate Parkway
Birmingham, AL 35242



Loan #61003447

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this 20th day of September, 2012, by and between Aliant Bank, A Division of USAmeriBank, a corporation, with a place of business at 1100 Corporate Parkway, Birmingham, AL 3524 ("Subordinating Lender") and Aliant Bank, a corporation with a place of business at P.O. Box 1237, Alexander City, AL 35011-1237. ("Lender").

WHEREAS, Floyd S. Curtis and Virginia D. Curtis ("Borrower") executed and delivered to Subordinating Lender a mortgage in the sum of Thirty-Three Thousand and Six Hundred and Thirty Dollars 00/100 Dollars (\$33,630.00) dated May 11, 2005, and recorded May 20, 2005, in Instrument Number 20050520000246150 pages 1-4 in the records of Shelby County, Alabama, which mortgage is a lien on the following described property:

Lot 3125, according to the Amended Map of Highland Lakes, 3rd Sector, Phase 1, and Eddleman Community, as recorded in Map Book 21, Page 124, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

WHEREAS, the Borrower executed and delivered to Lender a mortgage in the sum of Two Hundred Fifty- Six Thousand and Eight Hundred and Sixty-Five Dollars 00/100 Dollars (\$256,865.00) dated 21st day of September 2012, which mortgage is intended to be recorded herewith in the records of Shelby 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

ATTEST:

By: _____

By: Claudia Bryars
Claudia Bryars
Vice-President

STATE OF ALABAMA
COUNTY OF Jefferson


On this the 20th day of September, 2012, before me, the undersigned officer of the state and county mentioned, personally appeared Claudia Bryars, with whom I am personally acquainted (proven to me on the basis of satisfactory evidence), and who further acknowledged that she is the Vice-President 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.

[Signature]
NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 12, 2016
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires: _____


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Shelby Cnty Judge of Probate, AL
10/17/2012 11:36:17 AM FILED/CERT