

Prepared by,
Record and Return to:
Ameriprise Bank, FSB
8200 Nations Way
Jacksonville, FL 32256
File #6901562722
Min #100475269015627222
MERS Phone #1-888-679-6377

SUBORDINATION AGREEMENT (MORTGAGE)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT. IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

THIS AGREEMENT is made on this 23rd day of October, 2012, between J. David Salter, Jr. and Diana B. Salter, husband and wife, who is/are the owner(s) of the land hereinafter described (the Borrower(s)), and Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for RiverSource Life Insurance Company, (the "Mortgagee").

WHEREAS, Borrower(s) executed a Mortgage (the "Subordinated Mortgage"), dated July 29, 2011, for the benefit of Mortgage Electronic Registration Systems, Inc. (MERS) as nominee for Ameriprise Bank, FSB (Mortgagee), and which encumbers the following described real property:

5176 Greystone Way, Hoover, AL 35242;
As more particularly described in Exhibit "A" attached hereto;

(the "Property"), to secure a Note in the sum of \$50,050.00 dated July 29, 2011, in favor of Mortgage Electronic Registration Systems, Inc. as nominee for Ameriprise Bank, FSB, as Mortgagee (the "Subordinated Note"), which Subordinated Mortgage was recorded August 10, 2011 as Instrument #20110810000234510 in Official Records of Shelby County, State of AL, and subsequently assigned to RiverSource Life Insurance Company through MERS.

WHEREAS, BancorpSouth Bank, its successors and/or assigns (the "New Lender"), desires to loan a sum not to exceed Four Hundred Seventeen Thousand and NO/100-----Dollars (\$417,000.00) (the "New Loan") on note of Borrower (the "New Note"), secured by a mortgage on and covering the Property (the "New Mortgage") dated 10/25/12 to be recorded concurrently with this Subordination Agreement in the Official Records of Shelby County, State of AL.

WHEREAS, to induce New Lender to make the New Loan, it is necessary that the Subordinated Mortgage be subordinated to the lien of the New Mortgage.

WHEREAS, it is to the mutual benefit of the parties that New Lender make the New Loan to Borrower, and Mortgagee is willing to agree that the New Mortgage will constitute a lien upon the Property which is unconditionally prior and superior to the lien of the Subordinated Mortgage.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared understood and agreed as follows:

SECTION ONE: SUBORDINATION

Mortgagee hereby covenants, consents, and agrees that the Subordinated Mortgage is and shall continue to be subject and subordinate in lien to the lien of the New Mortgage and any renewals or extension thereof. Mortgagee also covenants and agrees to place an endorsement upon the

Subordinated Note stating that the Subordinated Mortgage has been subordinated to the lien of the New Mortgage.

SECTION TWO: APPROVAL OF LOAN TERMS

Mortgagee declares, agrees and acknowledges that it consents to and approves of (i) all provisions of the New Note and the New Mortgage; and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and New Lender for the disbursement of the proceeds of the New Loan.

SECTION THREE: BINDING EFFECT

This Agreement shall be binding on Mortgagee and its successors and assigns, including each and every subsequent owner and holder of the Subordinated Note, and the terms of this Agreement shall inure to the benefit of New Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of the New Note, or any renewal extension, or rearrangement thereof.

SECTION FOUR: ENTIRE AGREEMENT

This Agreement shall be the whole and only agreement with regard to the subordination of the lien of the Subordinated Mortgage to the lien of the New Mortgage and shall supersede and cancel, but only insofar as would affect the priority between the New Mortgage and the Subordinated Mortgage, any prior agreements as to such subordination, including, but not limited to, those provisions, if any contained in the Subordinated Mortgage, which provide for the subordination of the lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written,

**Mortgage Electronic Registration
Systems, Inc.**

By: Pat Mitchell
Pat Mitchell, Assistant Secretary


**Beneficiary: RiverSource Life Insurance
Company**

By: Ruth Owen
Ruth Owen, Sr. Vice President

Borrowers:

J. David Salter Jr
J. David Salter, Jr.

Diana B. Salter
Diana B. Salter


20121105000424210 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/05/2012 01:27:20 PM FILED/CERT

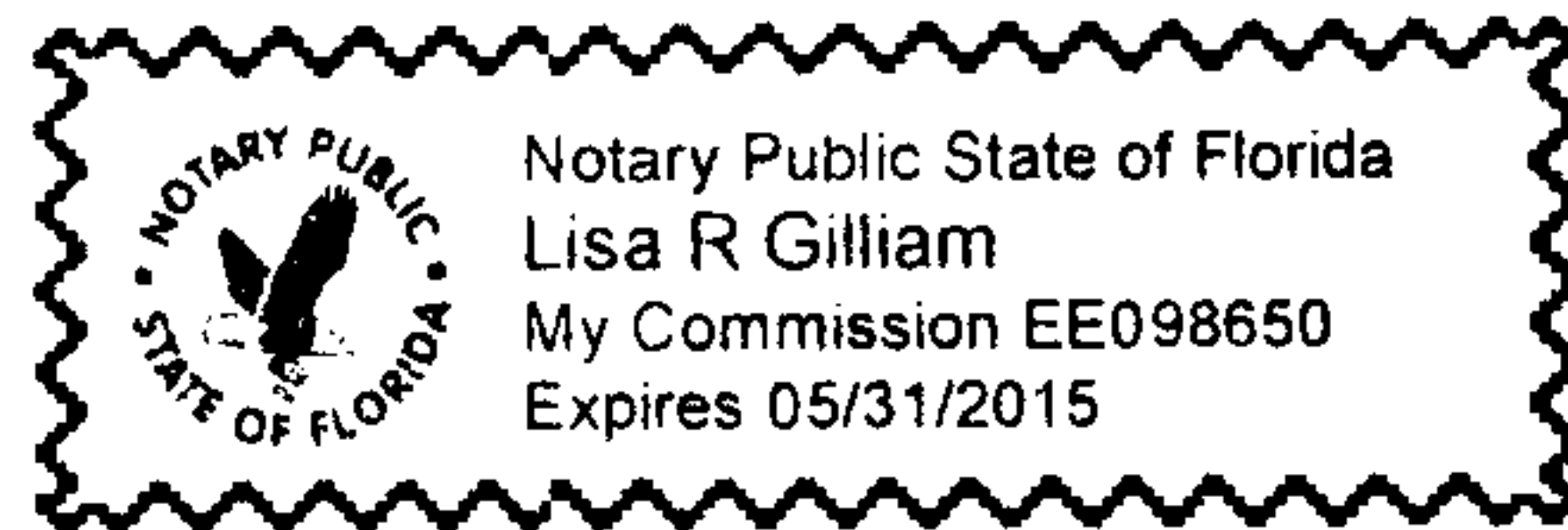
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 23rd day of October, 2012, by Pat Mitchell, Assistant Secretary of Mortgage Electronic Registration Systems, Inc., a Delaware corporation, on behalf of said corporation. She is personally known to me or has produced _____ as identification.

Lisa R. Gilliam
Notary Public, State of Florida at Large

My commission expires: 5-31-15



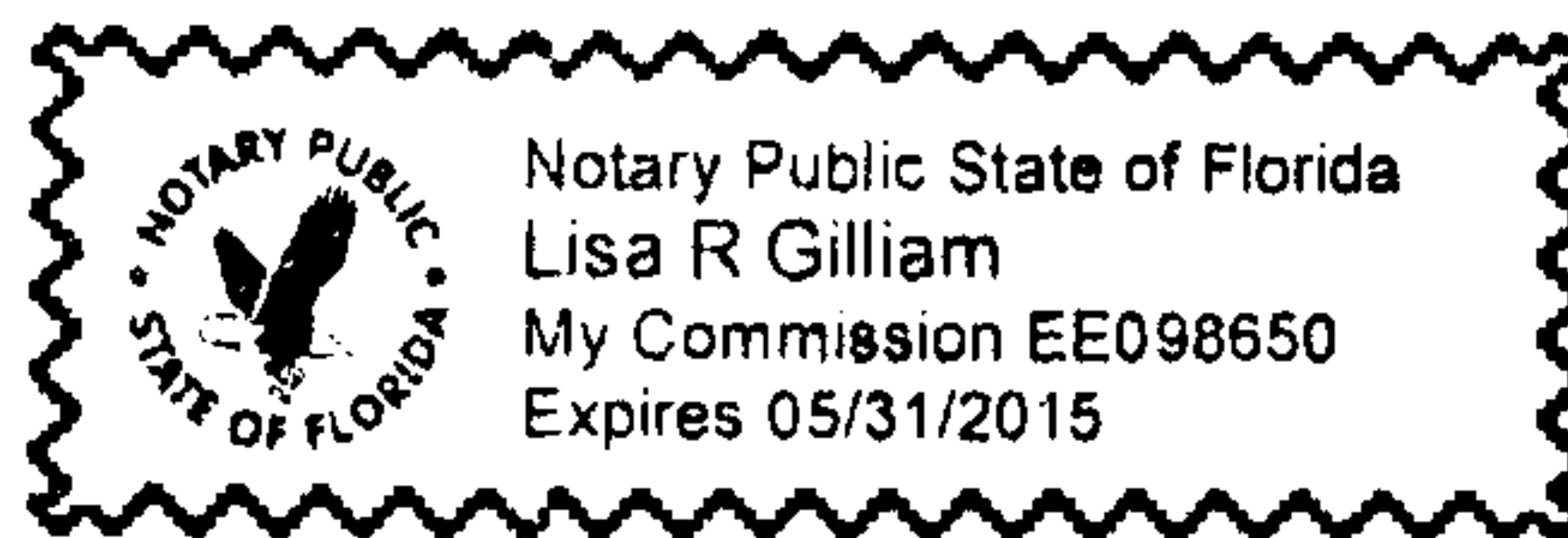
State of Florida

County of Duval

The foregoing instrument was acknowledged before me this 23rd day of October, 2012, by Ruth Owen, Sr. Vice President of RiverSource Life Insurance Company, a Minnesota corporation, on behalf of said corporation. She is personally known to me or has produced _____ as identification.

Lisa R. Gilliam
Notary Public, State of Florida at Large

My Commission Expires: 5-31-15



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