

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made, executed and delivered by BancorpSouth Bank (the "Prior Lender") as of the 30th day of November, 2012 in favor of and for the benefit of **BANCORPSOUTH BANK** (the "Lender") for the purposes herein stated.

WITNESSETH:

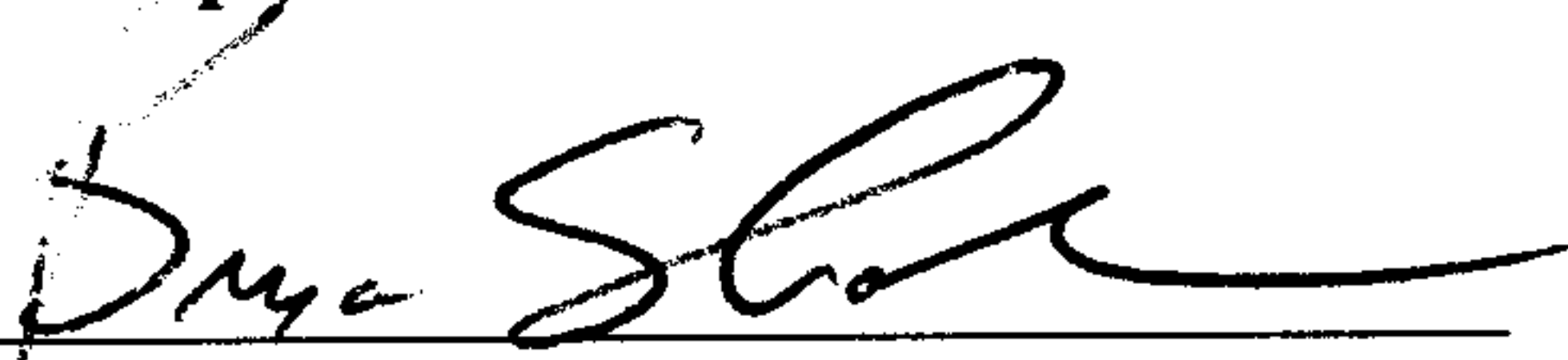
WHEREAS, the Prior Lender has previously made a loan (the "Prior Loan") to Phillip Jernigan and Robyn Jernigan, husband and wife, (collectively the "Borrower"), evidenced and secured by a Promissory Note in the amount of \$102,000.00 dated September 9, 2011, as recorded in Instrument 20110921000278830 (the "Prior Mortgage") in the Probate Office for Shelby County, Alabama; and

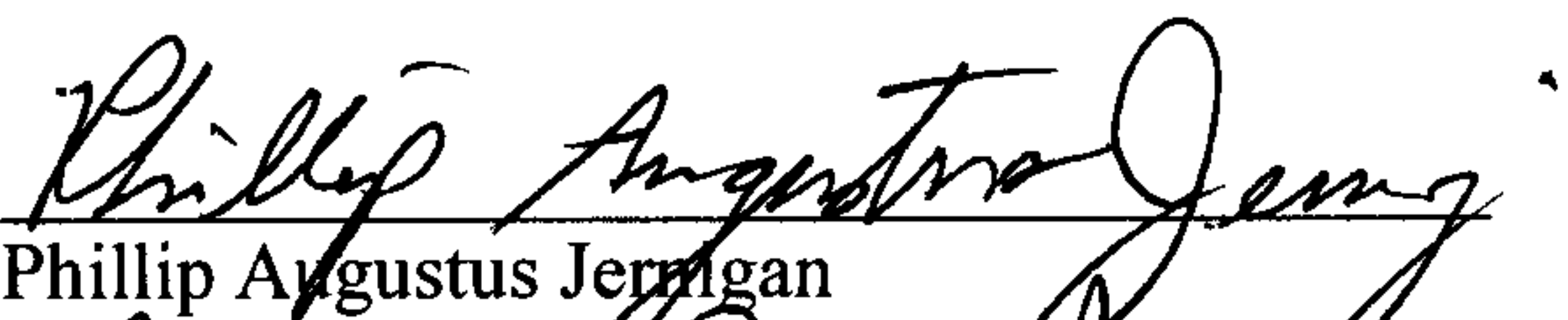
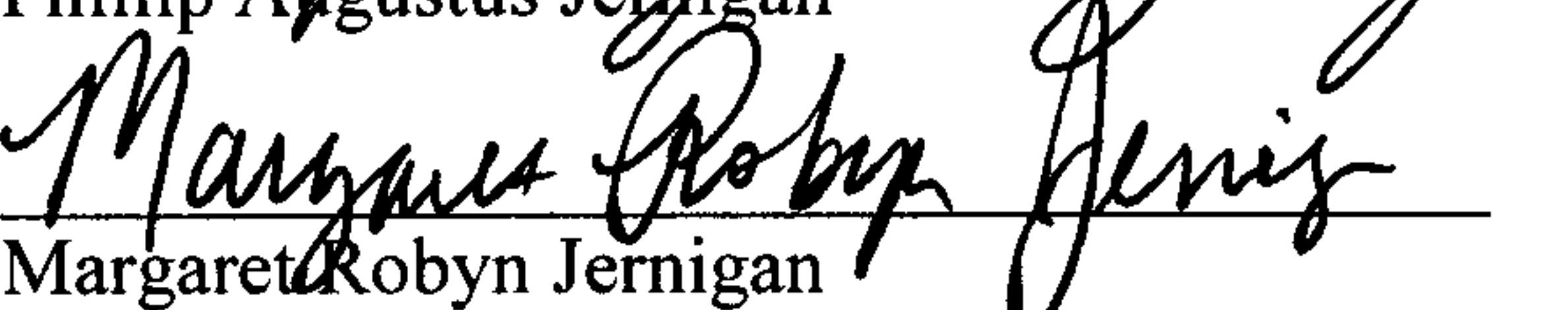
WHEREAS, Lender has agreed to make a new loan in the amount of \$365,543.00 (the "New Loan") to the Borrower on the condition that, among other things, the Prior Mortgage, the Prior Loan Documents and all indebtedness secured by the Prior Mortgage or any of the other Prior Loan Documents be junior and subordinate to various agreements, documents, and instruments to be executed by Borrower in connection with the New Loan (collectively the "New Loan Documents") including, without limitation, a promissory note in the amount of \$365,543.00, a Mortgage and Security Agreement executed or to be executed by Borrower (the "New Mortgage"), and other agreements, documents, and instruments to be executed in connection with the New Loan. The Prior Lender Mortgage and the New Mortgage cover and relate to the real property described in attached "Exhibit A"

NOW, THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce Lender to make the New Loan, Prior Lender covenants and agrees that the Prior Lender Mortgage and all indebtedness and liens evidenced or secured by the Prior Mortgage or any of the other Prior Loan Documents are and shall be junior and subordinate in all respects to the New Loan, the New Mortgage and all of the other New Loan Documents.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BancorpSouth Bank

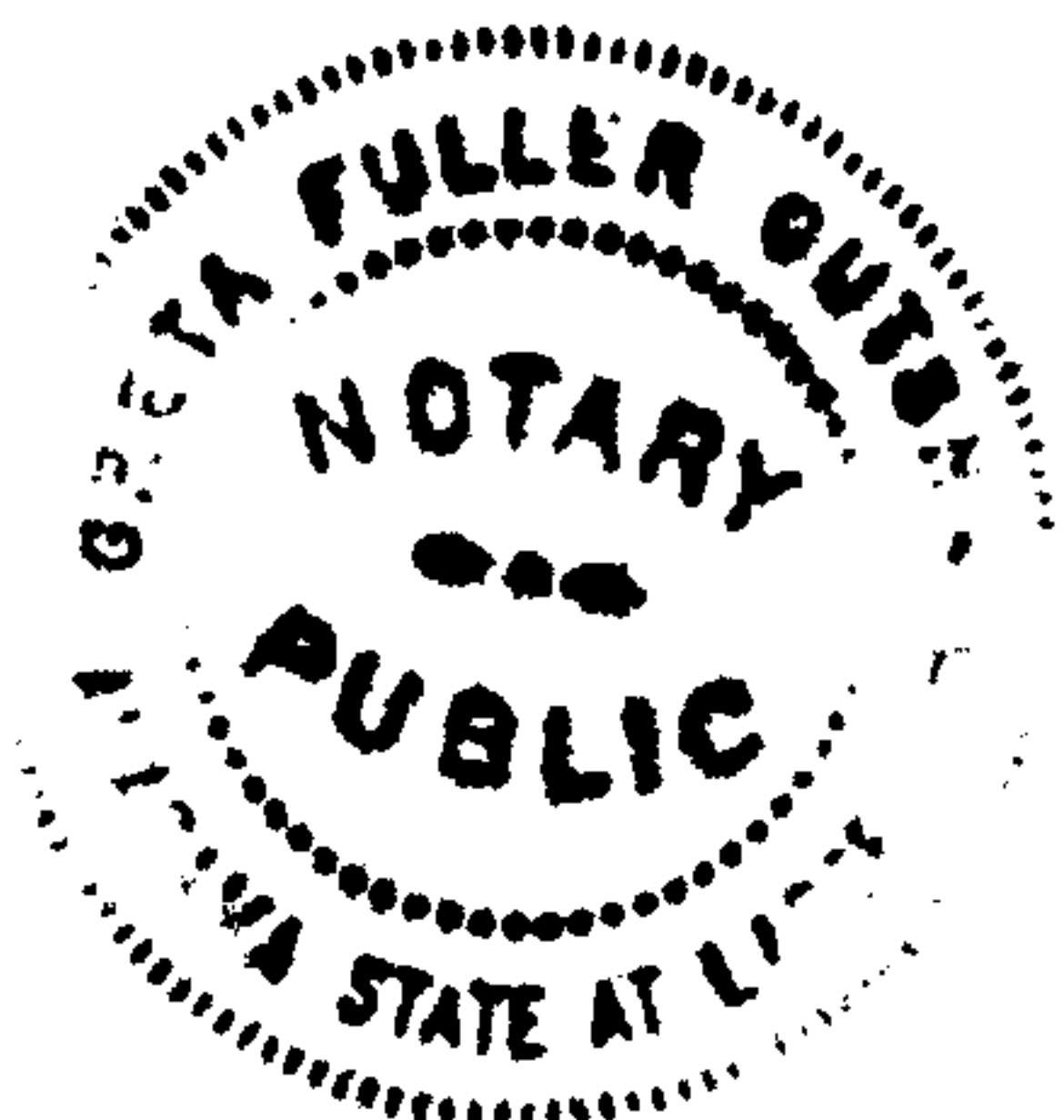

BY: Bryan Shanahan
ITS: Vice President


Phillip Augustus Jernigan

Margaret Robyn Jernigan

STATE OF ALABAMA)
COUNTY OF Shelby)

I, Greta Fuller Gutschall, a Notary Public in and for said County, in said State, hereby certify that Bryan Shanahan whose name as Vice President of **BancorpSouth Bank** is signed to the foregoing Subordination Agreement, and who is known to me, acknowledged 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 corporation.

Given under my hand this 30th day of November, 2012.




Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Feb 8, 2014

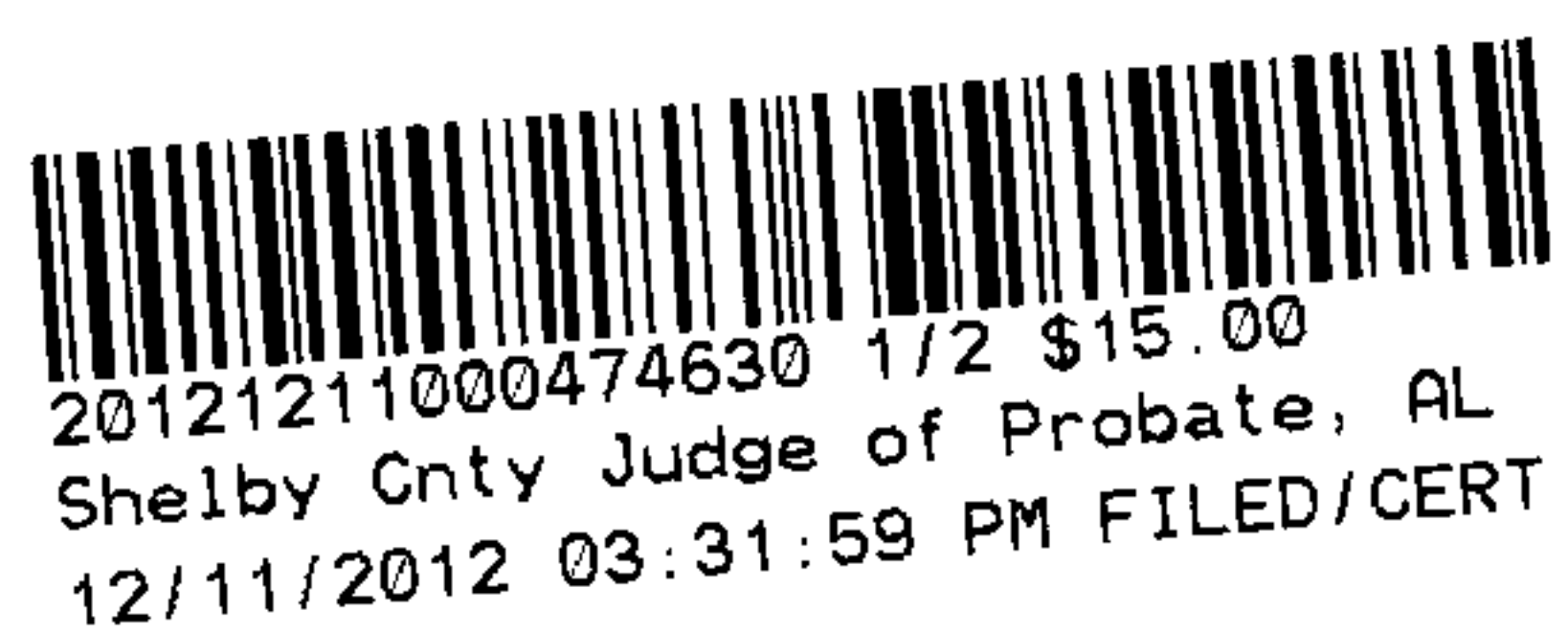
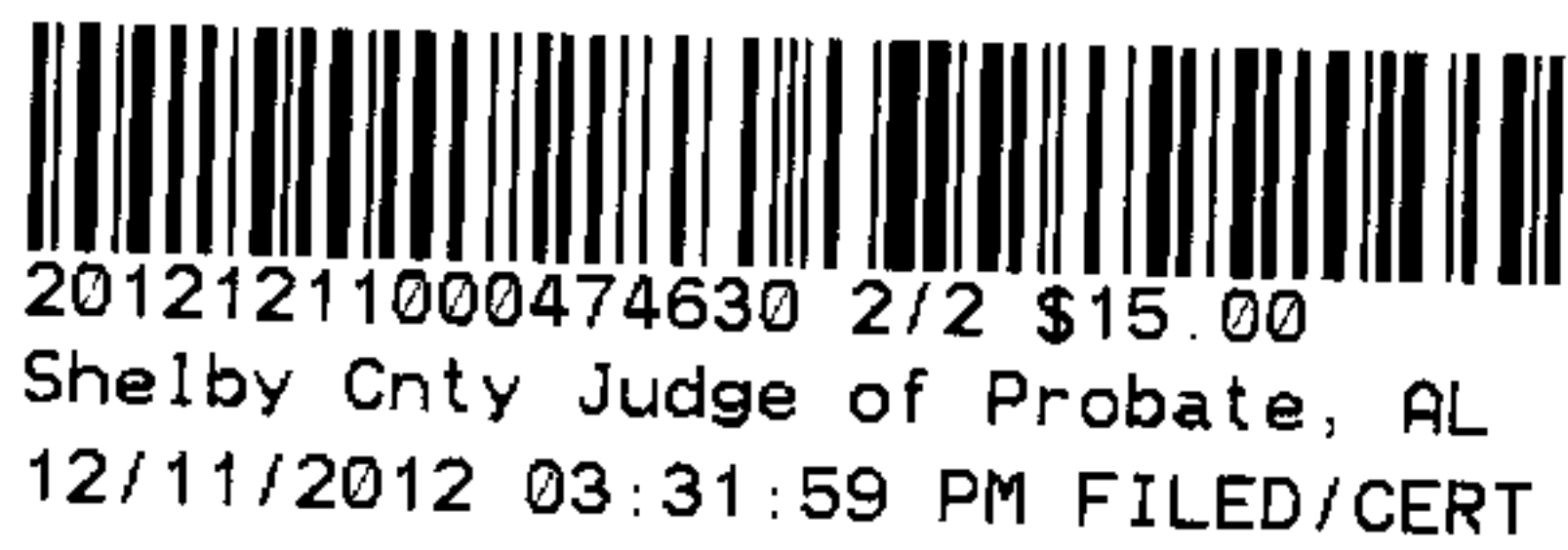

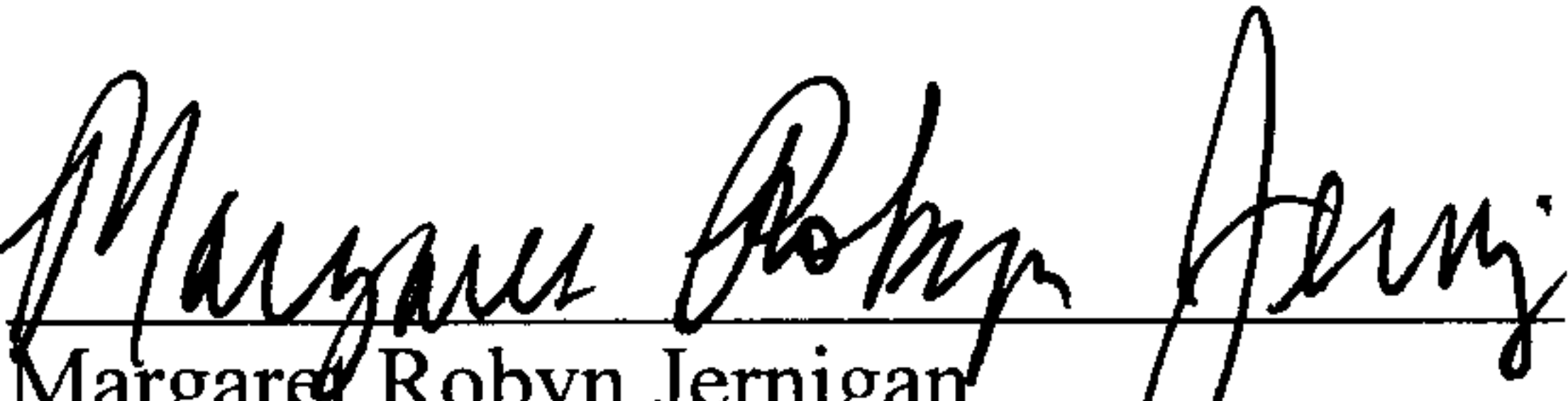


EXHIBIT A

Lot 6, according to the Survey of O’Hara Subdivision, as recorded in Map Book 35, Page 77, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.




Phillip Augustus Jernigan
(Signed for verification purposes)


Margaret Robyn Jernigan
(Signed for verification purposes)