

This instrument prepared by:

Cathy Isbell/BRYANT BANK
2700 Cahaba Village Plaza
Mountain Brook, AL 35243

Loan Number: 6000063229

STATE OF ALABAMA)

Shelby COUNTY)

SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 14th, day of December, 2012, by and between BRYANT BANK ("Secured Party") and National Bank of Commerce, ("First Mortgage Lender".)

W-I-T-N-E-S-S-E-T-H

WHEREAS, Steven S Curry and Jennifer J Curry, (collectively, the "Mortgagors") is/are the owners of certain real property and improvements located in Shelby County, Alabama, being more particularly described on Exhibit A attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, Steven S Curry and Jennifer J Curry (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of (Thirty Three Thousand, One Hundred Dollars and Zero Cents); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 7/17/2008, in Instrument #20080717000289270, in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from First Mortgage Lender, its successors and/or assigns as their interests may appears, as evidenced by that certain promissory note of even date herewith in the original principal amount of (Two Hundred Forty Thousand Dollars and Zero Cents), which loan is secured by a mortgage on the Collateral recorded in # 20130207000054490, Shelby, Alabama; and

WHEREAS, Secured Party has agreed to subordinate its Mortgage and security interest in the Collateral to the mortgage and security interest executed by Mortgagors in favor of First Mortgage Lender, its successors and/or assigns as their interest may appear.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in order to induce First Mortgage Lender to make said loan to Borrowers, it is hereby agreed as follows:

1. Secured Party hereby subordinates its Mortgage and security interest in the Collateral to the debt owed to First Mortgage Lender, its successors and/or assigns as their interests may appear, as described above and consents to and with First Mortgage Lender and Mortgagors that the Mortgage and security interest of Secured Party in and to the Collateral, is now, and shall continue to be subject and subordinate to the Mortgage and security interest granted by



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Shelby Cnty Judge of Probate, AL
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continue to be subject and subordinate to the Mortgage and security interest granted by Mortgagors to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to (Two Hundred Forty Thousand Dollars and Zero Cents), together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall continue to apply, without restriction or limitation, to any modifications, amendments, additions or deletions to the indebtedness of Borrowers to Secured Party which is secured by the Collateral; provided, however, that this Agreement shall not apply to the extent of any indebtedness from Borrowers to Secured Party in excess of \$33,100.00, together with all advances made thereon and all fees, expenses, and costs, including attorney's fees, incurred in connection with said loan.

IN WITNESS WHEREOF, the undersigned has executed this Agreement under seal as of the date first written above.

SECURED PARTY:

BRYANT BANK

By:

B Parker Stringfellow

As its: Vice-President



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STATE OF ALABAMA)

Jefferson COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that B Parker Stringfellow, whose name as Vice-President of BRYANT 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 said instrument he/she as such officer and with full authority, executed the same voluntarily for and as the act of said Bank.

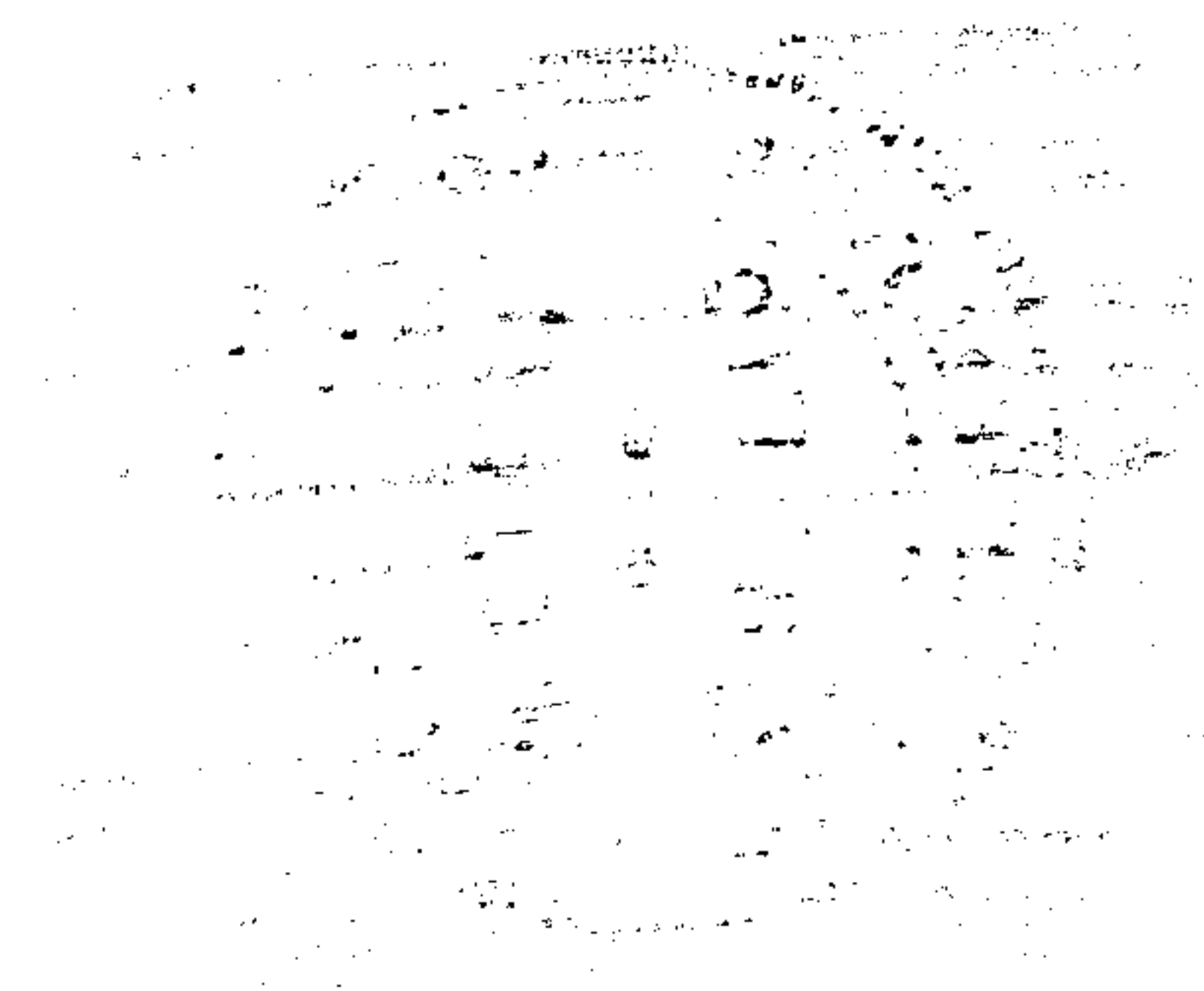
Given under my hand and official seal of office on this 14th day of December, 2012

Connie C Benson

Notary Public in and for the State of Alabama
At Large

My Commission Expires: _____

NOTARY PUBLIC STATE OF ALABAMA AT LARGE /
MY COMMISSION EXPIRES: Feb 8, 2015
BONDED THRU NOTARY PUBLIC UNDERWRITERS





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Exhibit "A"

Lot 27, according to the Final Plat of the Residential Subdivision of Carden Crest, as recorded in Map Book 35, page 64, in the Probate Office of Shelby County, Alabama.