

SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 20th day of February, 2013, by and between Thomas S. Stuart and Sharon D. Stuart aka Sharon A. Donaldson, a Married Couple (herein referred to individually as the "Borrower" and collectively as the "Borrowers"), and Oakworth Capital Bank, a State bank (herein referred to as the "Lender").

RECITALS

Borrowers executed and delivered a Mortgage (herein referred to as "Second Mortgage") to the Lender covering the property located in Shelby County, Alabama, described below and made a part hereof, in the amount of 100,000.00, dated October 27, 1010, and filed on 11/16/2010, and recorded in Land Records/Instrument 20101116000384090 in the Probate Office of Shelby Alabama:

See attached Exhibit "A"

(herein referred to as the "Property").

BancorpSouth is making a first mortgage loan to the Borrowers in the principal amount of \$212,000.00 (herein referred to as the "First Mortgage"). It is a condition that to BancorpSouth making a loan to the Borrowers that the First Mortgage shall be and remain a lien or charge on the property described above be prior to and superior to the Second Mortgage from Lender to Borrowers.

BancorpSouth is willing to make such loan provided its First Mortgage is a lien prior to and superior to the lien of the Second Mortgage to Lender from Borrowers, and provided Lender will specifically and unconditionally subordinate the lien on its Second Mortgage described above to the First Mortgage of BancorpSouth. Lender has agreed to subordinate its Second Mortgage as provided here in.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, receipt of which is hereby acknowledged, and in order to induce BancorpSouth to make the loan above referred to, above, it is hereby agreed as follows:

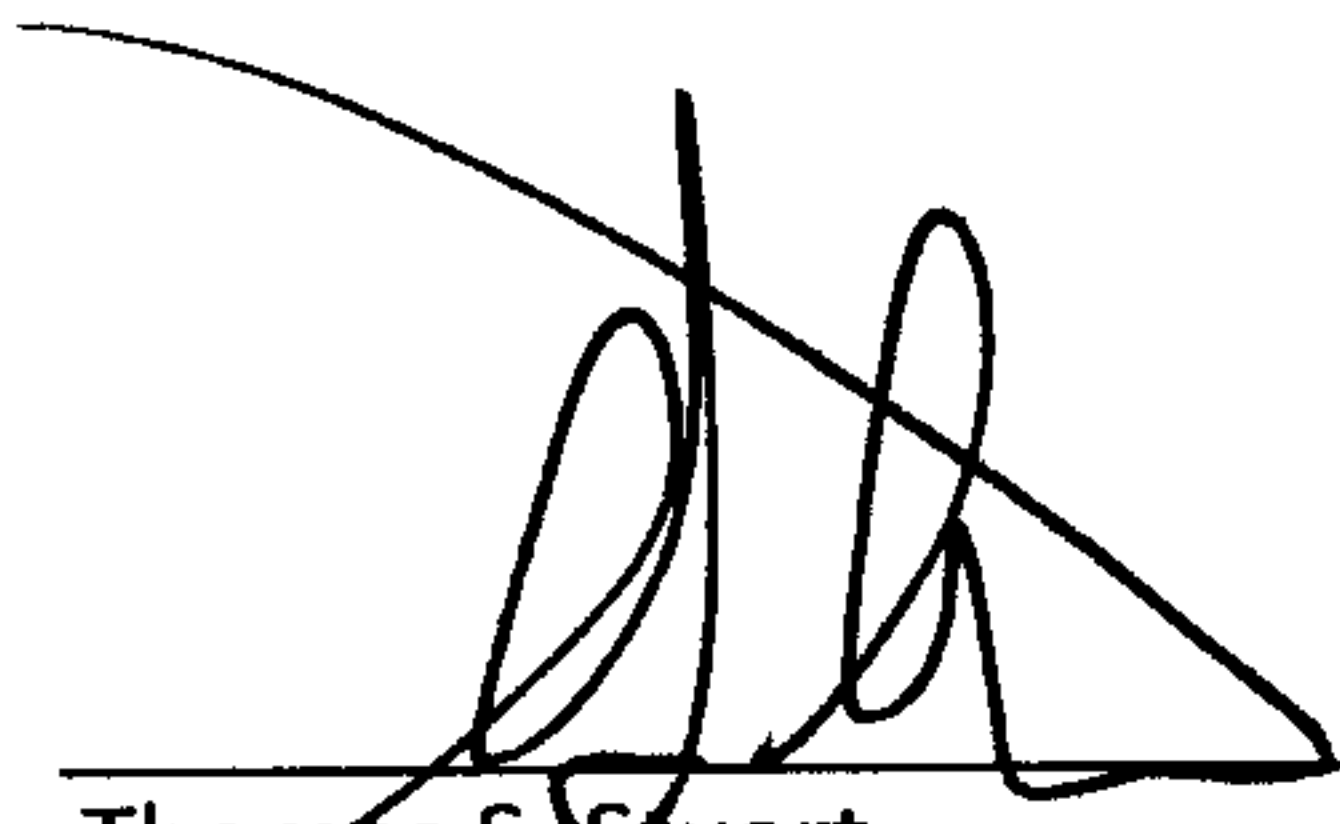
1. **SUBORDINATION:** The First Mortgage securing the Note in favor of BancorpSouth referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all time a lien on the Property prior to and superior to the lien of the Second Mortgage from Borrowers to Lender.
2. **ACKNOWLEDGMENT OF SUBORDINATION:** Lender hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Second Mortgage upon the Property to BancorpSouth, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. BancorpSouth acknowledges that advances under

the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.

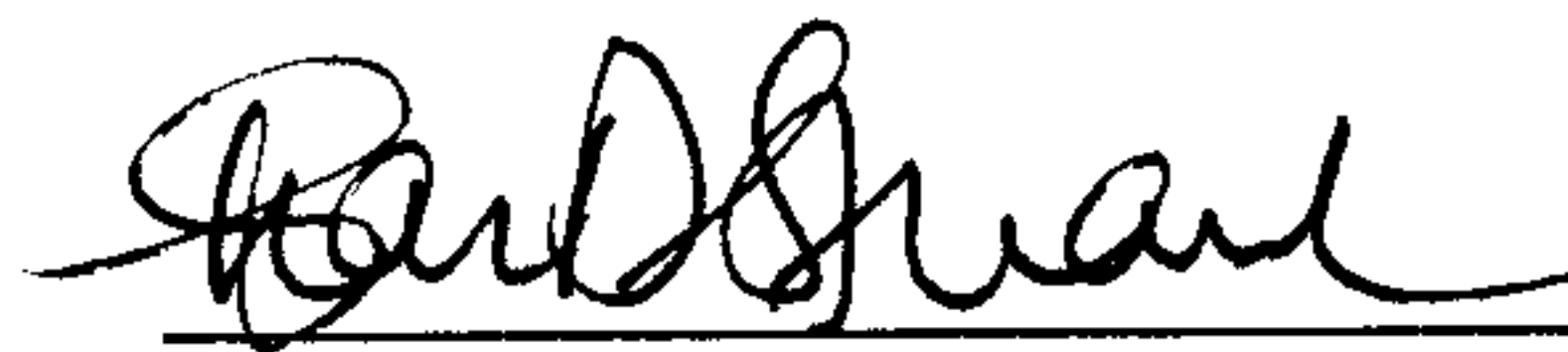
3. **BINDING EFFECT**: This agreement shall inure to the benefit and be binding upon the legal representatives, heirs, devisees, successors, and assigns of the parties.

{SIGNATURE PAGES TO FOLLOW}

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.



Thomas S. Stuart [SEAL]



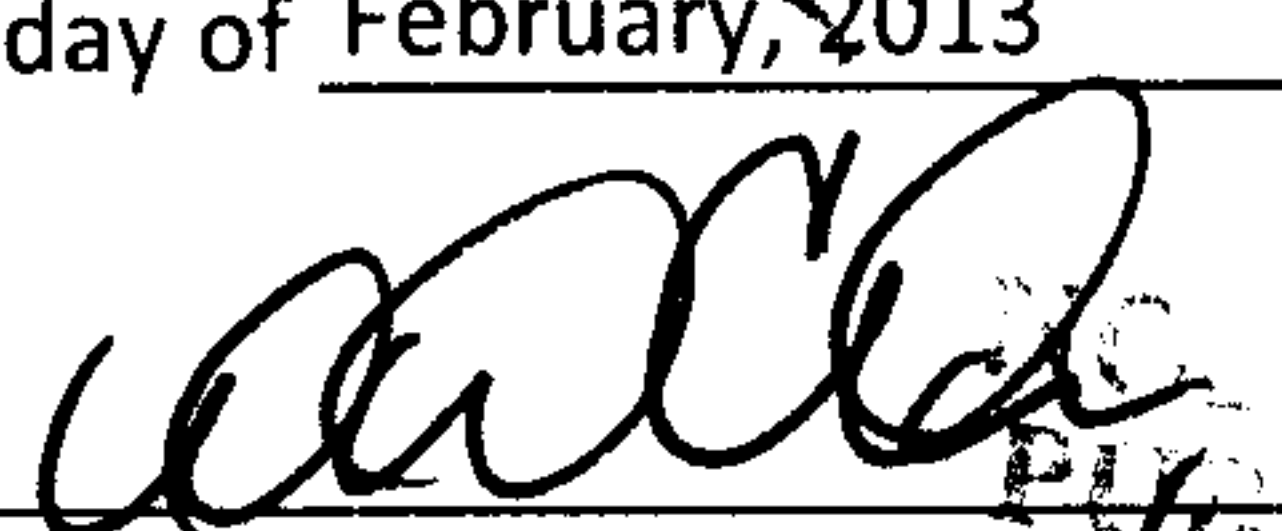
Sharon D. Stuart [SEAL]

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and or said County, in said State, hereby certify that Thomas S. Stuart and Sharon D. Stuart, a married couple, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 20th day of February, 2013.

[NOTARIAL SEAL]



NOTARY PUBLIC
My Commission Expires: 2/12/14
ALABAMA STATE-AT-LARGE

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

Oakworth Capital Bank, a State bank

By: Jennifer Wilson
Jennifer Wilson
Its: Client Advisor

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jennifer Wilson, whose name as Managing Director, of Oakworth Capital 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 the instrument, he as such officer and with full authority, executed the same as the act of said bank.

Given under my hand and official seal this 20th day of February, 2013.

[NOTARIAL SEAL]

Leann C. Cox
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES

Exhibit "A"

Lot 1, according to the Survey of St. Ives at Greystone, as recorded in Map Book 15, Page 70 A & B in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama.

AND

A parcel of land situated in Section 33, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows: Begin at the Northwest corner of Lot 1, Saint Ives at Greystone, as recorded in Map Book 15, Page 70, in the Office of the Judge of Probate, Shelby County, Alabama, thence run in a Southeasterly direction along the Northeast line of Lot 1 for a distance of 163.17 feet to the Northeast corner of said Lot 1 being on the Northwest right-of-way of Greystone Drive and also on a curve to the right having a central angle of 13 degrees 15 minutes 33 seconds and a radius of 438.39 feet; thence turn an interior clockwise angle to the right of 69 degrees 29 minutes 51 seconds to the chord of said curve and run in a Northeasterly direction along the arc of said curve and also along the Northwest right-of-way of said Greystone Drive for a distance of 101.45 feet to an iron pin set; thence turn an interior clockwise angle to the right of 106 degrees 44 minutes 16 seconds from the chord of last stated curve and run in a Northwesterly direction for a distance of 63.35 feet to an iron pin set; thence turn an angle to the left of 67 degrees 50 minutes 17 seconds and run in a Southwesterly direction for a distance of 57.64 feet to an iron pin set; thence turn an angle to the right of 33 degrees 46 minutes 36 seconds and run in a Southwesterly direction for a distance of 58.63 feet to the point of beginning.

20130314000107160 5/5 \$24.00
Shelby Cnty Judge of Probate, AL
03/14/2013 03:59:39 PM FILED/CERT