

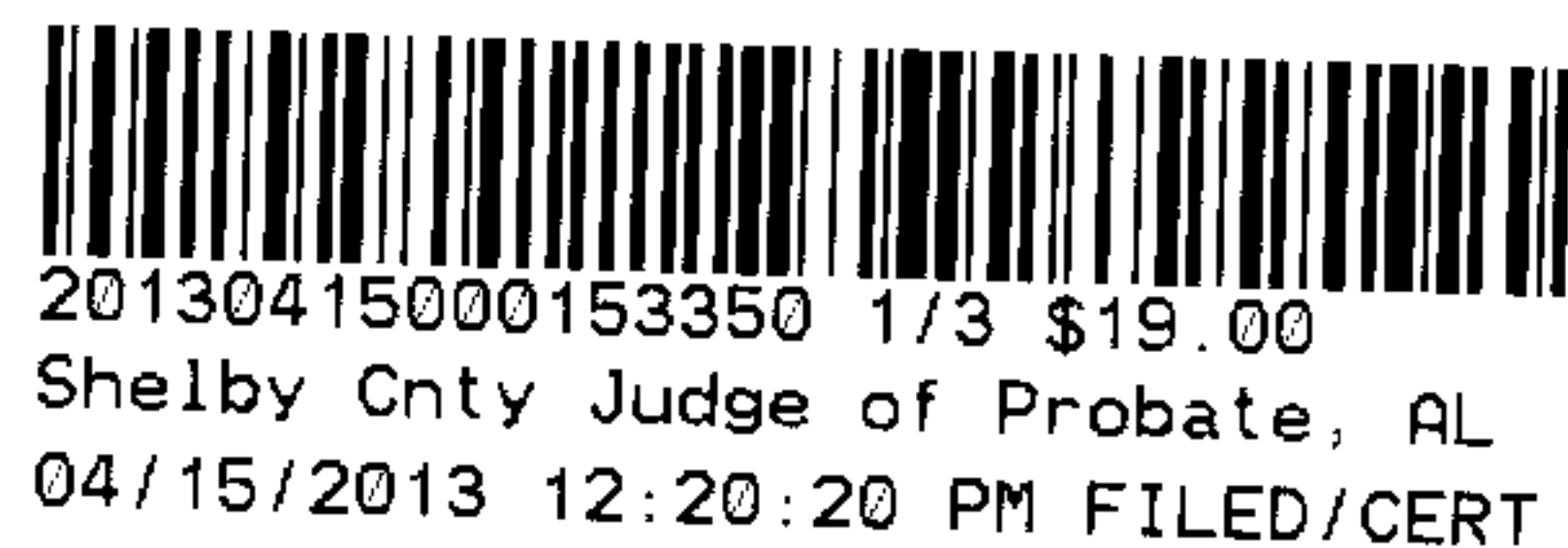
This instrument prepared by:

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

Loan Number: 6000079087

STATE OF ALABAMA)

Shelby COUNTY)



SUBORDINATION AGREEMENT

This Mortgage Subordination Agreement is made and entered into effective the 4th, day of April, 2013, by and between BRYANT BANK ("Secured Party") and Covenant Bank, ("First Mortgage Lender".)

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

WHEREAS, Patti R Brockwell, (collectively, the "Mortgagors") is/are the owners of certain real property and improvements located in Jefferson County, Alabama, being more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Collateral".); and

WHEREAS, Patti R Brockwell (collectively, the "Borrowers") previously obtained a loan from Secured Party in the original principal amount of (Three Hundred Twenty Thousand Dollars and Zero Cents); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on 11/20/2008, in Instrument #20081120000445380, 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 (Three Hundred Ninety Five Thousand, Six Hundred Dollars and Zero Cents), which loan is secured by a mortgage on the Collateral recorded in _____, 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 Mortgagors to First Mortgage Lender, its successors and/or assigns as their interests may

appear, in an amount up to (Three Hundred Ninety Five Thousand, Six Hundred 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.

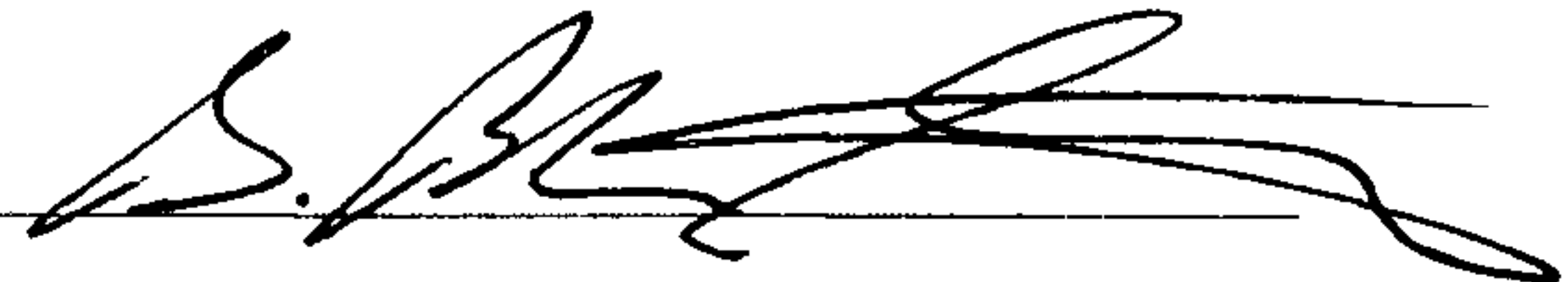
2. That this Agreement shall be binding upon and secure the parties hereto and their respective heirs, legal representatives, successors and assigns and shall inure to the benefit of First Mortgage Lender, its successors and assigns.
3. That this Agreement shall continue to apply, without restriction 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 \$320,000.00, 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



20130415000153350 2/3 \$19.00
Shelby Cnty Judge of Probate, AL
04/15/2013 12:20:20 PM FILED/CERT

STATE OF ALABAMA)

Shelby 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 4 day of April, 2013.

Cornie 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



20130415000153350 3/3 \$19.00
Shelby Cnty Judge of Probate, AL
04/15/2013 12:20:20 PM FILED/CERT