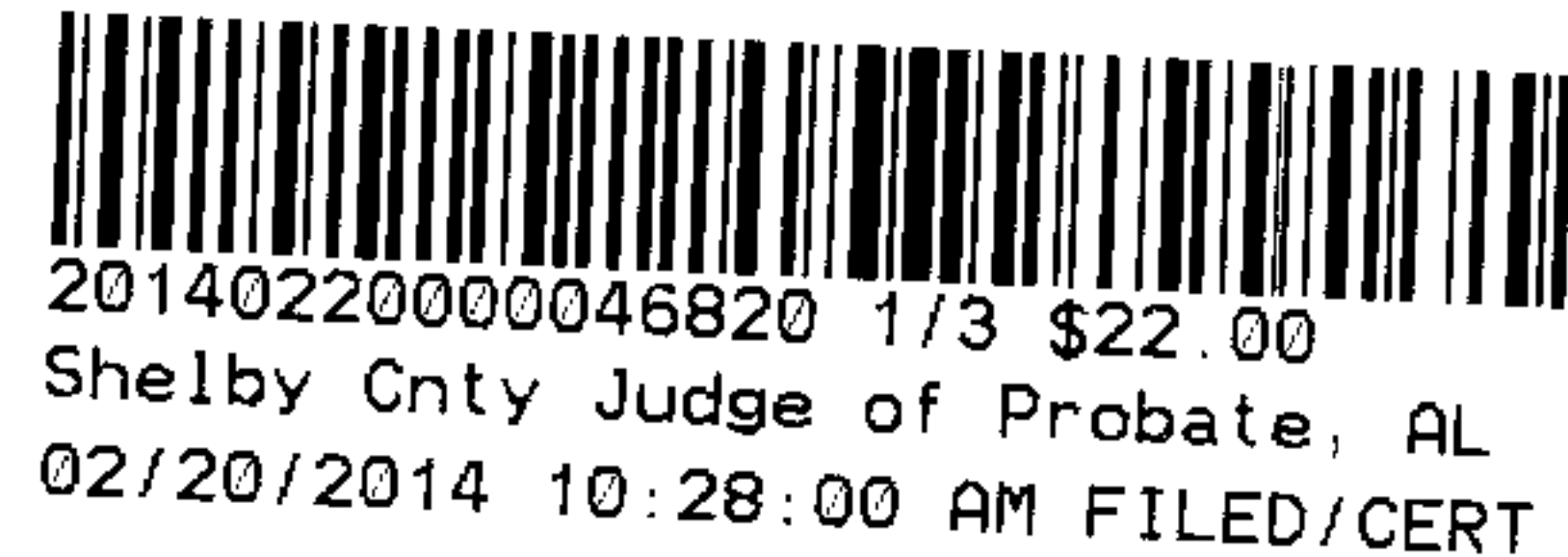


This instrument prepared by:
Claude Edwards/BRYANT BANK
1550 McFarland Blvd. No.
Tuscaloosa, AL 35406

Loan Number: 6000045239



STATE OF ALABAMA)

SHELBY COUNTY)

SUBORDINATION OF MORTGAGE

This Subordination of Mortgage is effective the 3RD, day of January, 2014.

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

WHEREAS, William P. Gray, Jr and Rebecca W. Gray, (collectively, the "Borrowers") 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, the Borrowers previously obtained a loan from BRYANT BANK, ("Secured Party") in the original principal amount of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00); said loan having been secured by, among other things, a mortgage on the Collateral which was recorded on August 28, 2007, in Instrument No. 10070828000405230 in the Probate Office of Shelby County, Alabama (the "Mortgage");

WHEREAS, the Borrowers have obtained a loan from Bryant Bank, d/b/a Bryant Bank Mortgage("First Mortgage Lender"), its successors and/or assigns as their interests may appear, as evidenced by that certain promissory note of even date herewith in the original principal amount of Two Hundred Twenty Thousand and no/100 Dollars (\$220,000.00), which loan is secured by a mortgage on the Collateral recorded in Instrument Number 2014011700016800, Shelby County, 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 Borrowers 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 Borrowers 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

13125

Borrowers to First Mortgage Lender, its successors and/or assigns as their interests may appear, in an amount up to Two Hundred Twenty Thousand and no/100 dollars (\$220,000.00), 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 One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00), 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 this 3rd day of January, 2014.


SECURED PARTY:

BRYANT BANK

By: 

Claude D. Edwards

As its: President

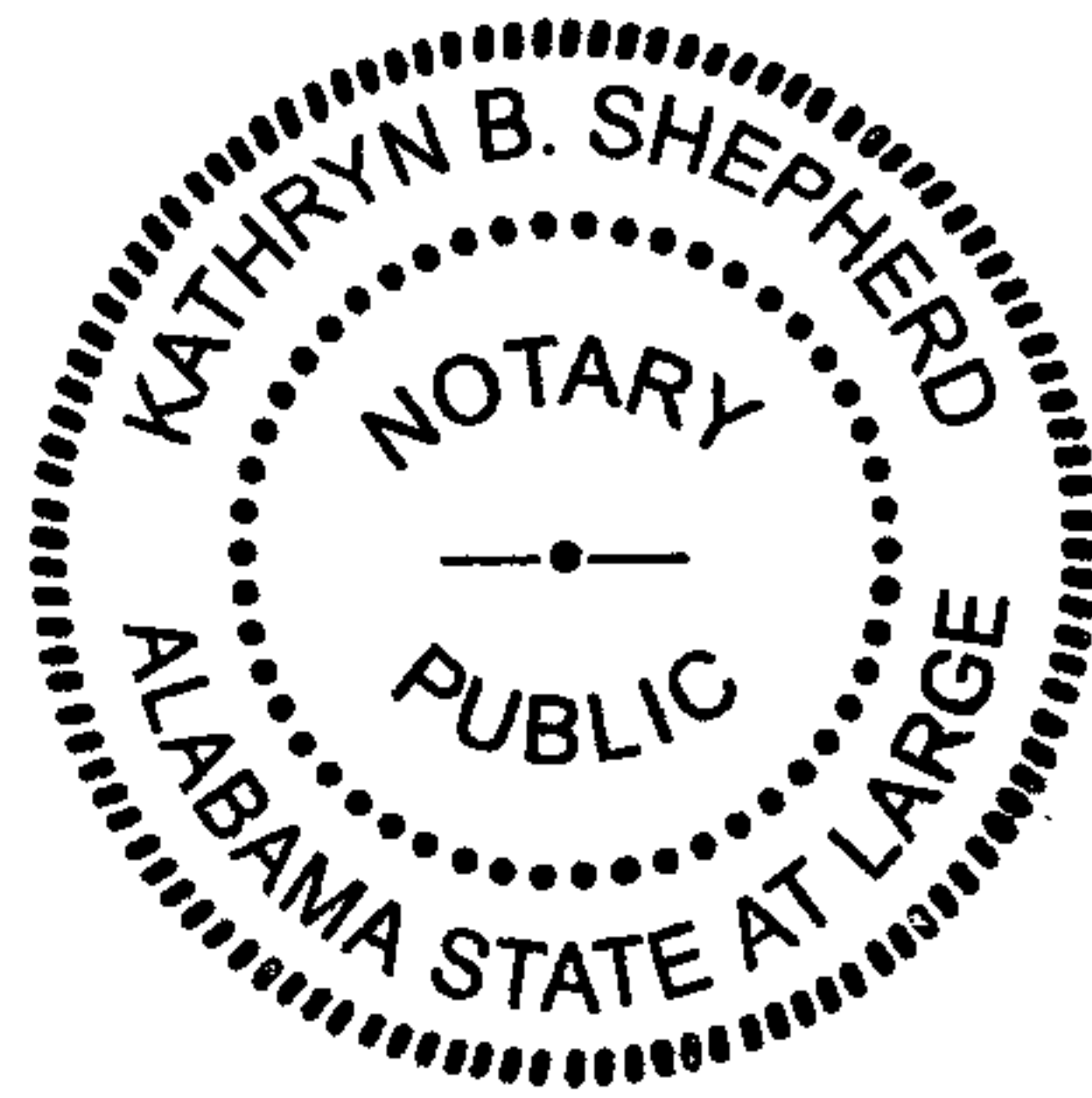

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Shelby Cnty Judge of Probate, AL
02/20/2014 10:28:00 AM FILED/CERT


STATE OF ALABAMA)

TUSCALOOSA COUNTY)

I, the undersigned authority, a Notary Public in and for the State of Alabama at Large, do hereby certify that Claude D. Edwards, whose name as 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 3rd day of January, 2014.





Notary Public in and for the State of Alabama
At Large

My Commission Expires: June 5. 2015



20140220000046820 3/3 \$22.00
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