


STATE OF ALABAMA

COUNTY OF SHELBY


20140310000065040 1/2 \$17.00
Shelby Cnty Judge of Probate, AL
03/10/2014 09:45:37 AM FILED/CERT

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into on this 4th day of February, 2014 by Jean G. Gray (hereinafter referred to as the "Mortgagee") in favor of Cadence Bank, National Association, a national banking association organized and existing under the laws of the United States of America, its successors and assigns (hereinafter referred to as "Cadence").

WITNESSETH:

WHEREAS, Mortgagee did loan to Carol Gray Caldwell and Harry E. Caldwell, Jr. ("Borrower") the sum of One Hundred Twenty Three Thousand One Hundred Forty-Three and 43/100 Dollars (\$123,143.43), (since reduced to the amount of One Hundred Twenty One Thousand Five Hundred and No/100 Dollars (\$121,500.00)) which loan is evidenced by a promissory note dated March 29, 1991 executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith covering the property described therein and recorded in Book 349, Page 899 of the real property records in the office of the Judge of Probate of Shelby County, Alabama (the "Mortgage"); and

WHEREAS, Borrower has requested that Cadence lend to it the sum of Ninety Thousand and No/100 Dollars (\$90,000.00), (the "Loan"), such loan to be evidenced by a promissory note dated February 20, 2014, executed by Borrower in favor of Cadence and secured by a mortgage of even dated therewith (the "New Mortgage") covering in whole or in part the property covered by the Mortgage; and

WHEREAS, Cadence has agreed to make the Loan to the Borrower, if, and only if, the New Mortgage shall be and remain a lien or charge upon the property covered thereby prior and superior to the lien or charge of the Mortgage and provided that the Mortgagee will specifically and unconditionally subordinate the lien or charge of the Mortgage to the lien or charge of the New Mortgage of Cadence:

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, and in order to induce Cadence to make the Loan above referred to, Mortgagee agrees as follows:

1. The New Mortgage and the note secured thereby and the debt evidenced by such note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions shall be and remain at all times a lien or charge on the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes, and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of Cadence and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by Cadence which would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.
3. This Agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the priority thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
4. This Agreement shall inure to the benefit of and be binding upon Mortgagee, Cadence and their respective successors and assigns.

MORTGAGEE:

By: Jean G. Gray
Print Name: Jean G. Gray


STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Jean G. Gray whose name as Mortgagee 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, she executed the same voluntarily.

Given under my hand and official seal this the 4 day of February 2014.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES: May 30 2017


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