

Reli Settlement Solutions, LLC
3595 Grandview Parkway, Suite 600
Birmingham, Alabama 35243

SUBORDINATION AGREEMENT

BNM1400389
This Subordination Agreement is made and entered into this 8th day of August, 2014, by and between Lewis W. Cummings, III and Mary P. Cummings, 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 Jefferson County, Alabama, described below and made a part hereof, in the amount of \$391,500 dated 10/12/2012, and filed on 10/25/12, and recorded in Land Records/Instrument 20121025000410560 in the Probate Office of Jefferson County, Alabama and agrees to decrease said mortgage to \$148,000.00 effective the 8th day of August, 2014:

See attached Legal description on Exhibit "A"


(herein referred to as the "Property").

SouthPoint Bank is making a first mortgage loan to the Borrowers in the principal amount of \$ 257,000.00 (herein referred to as the "First Mortgage"). It is a condition of SouthPoint Bank making a loan to the Borrowers, that their loan be the First Mortgage and shall remain prior to and superior to the Second Mortgage from Lender to Borrowers.

SouthPoint Bank 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 SouthPoint Bank. 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 SouthPoint Bank 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 SouthPoint Bank referred to above, and any renewals or extensions of same, and the Note secured thereby, shall be and remain at all times 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 SouthPoint Bank, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers.


20140818000258520 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
08/18/2014 03:43:21 PM FILED/CERT

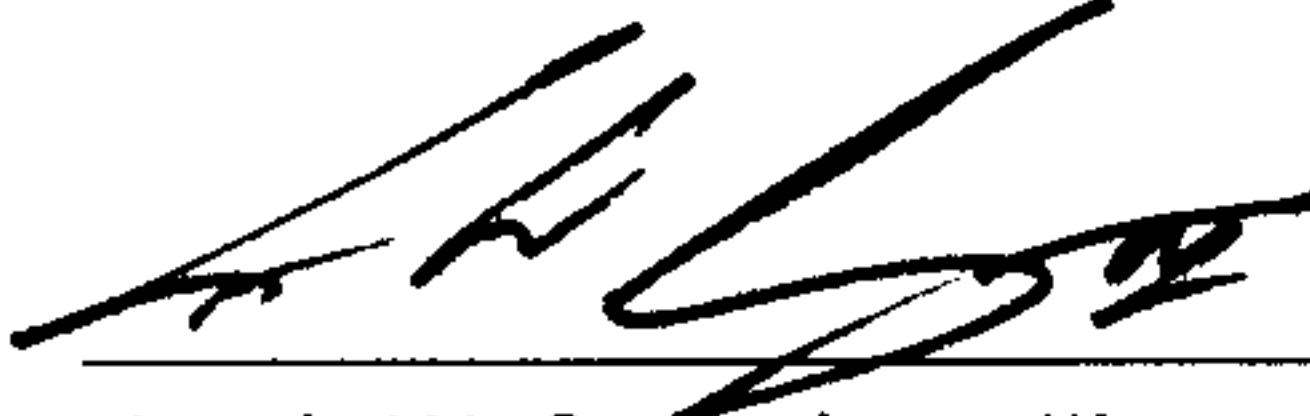
SouthPoint Bank acknowledges that advances under the First Mortgage would not be made or entered into but for such reliance upon this waiver, relinquishment, and subordination.


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}


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Shelby Cnty Judge of Probate: AL
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IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first written above.

 [SEAL]
Lewis W. Cummings, III

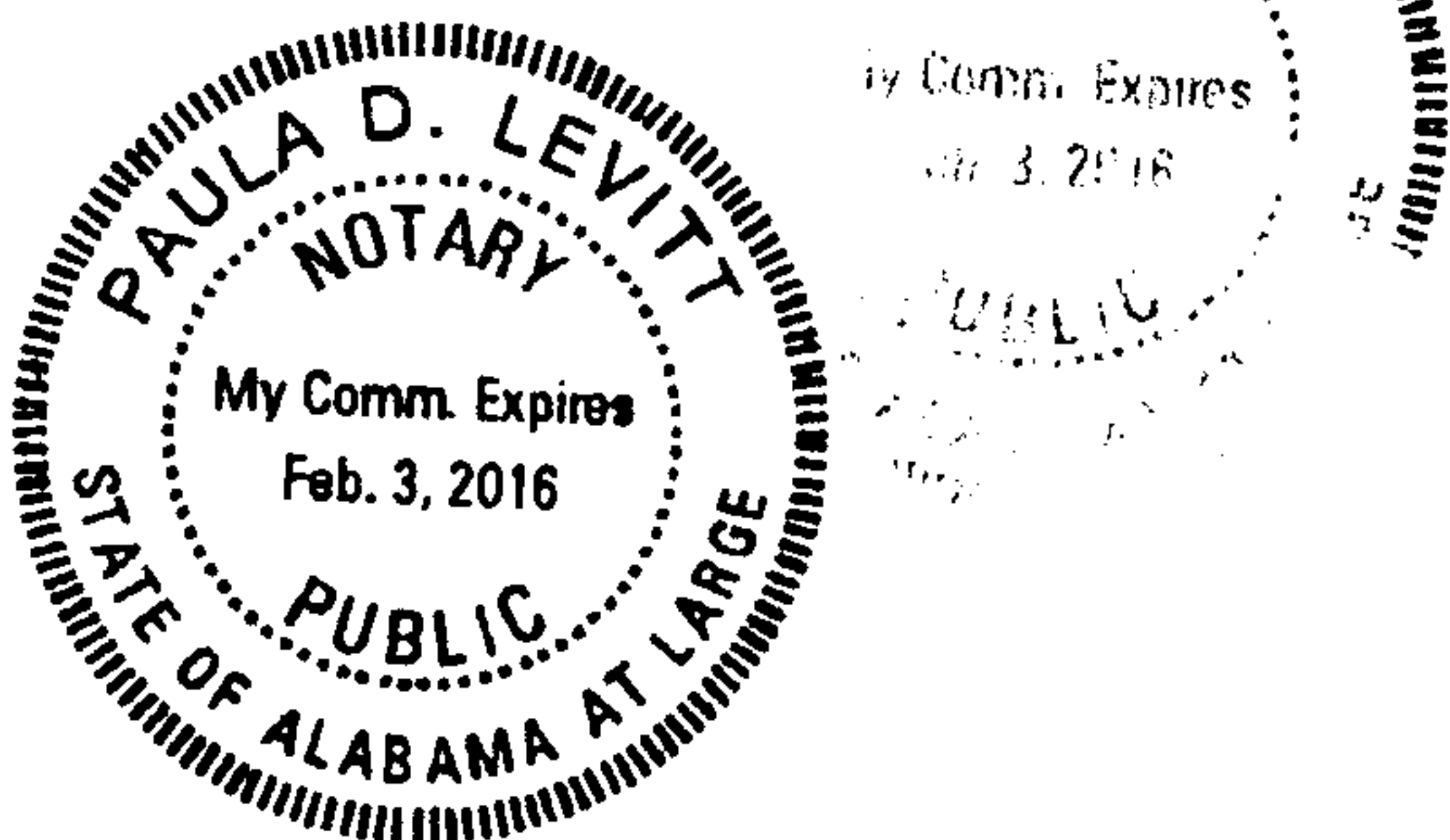
 [SEAL]
Mary P. Cummings

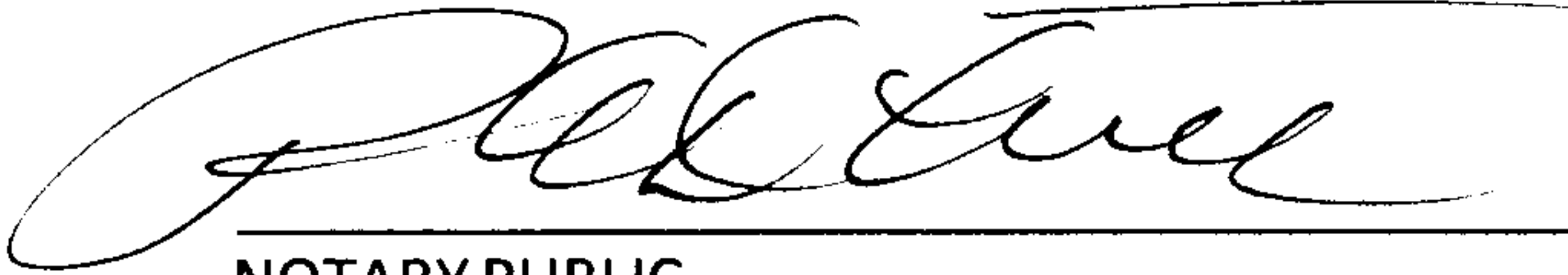
STATE OF ALABAMA)
COUNTY OF JEFFERSON)


I, the undersigned Notary Public in and or said County, in said State, hereby certify that Lewis W. Cummings, III and Mary P. Cummings, 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 8th day of August, 2014.

[NOTARIAL SEAL]




NOTARY PUBLIC
My Commission Expires: 2-3-16


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Shelby Cnty Judge of Probate, AL
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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 C. Wilson
Jennifer C. Wilson
Its: Associate Managing Director

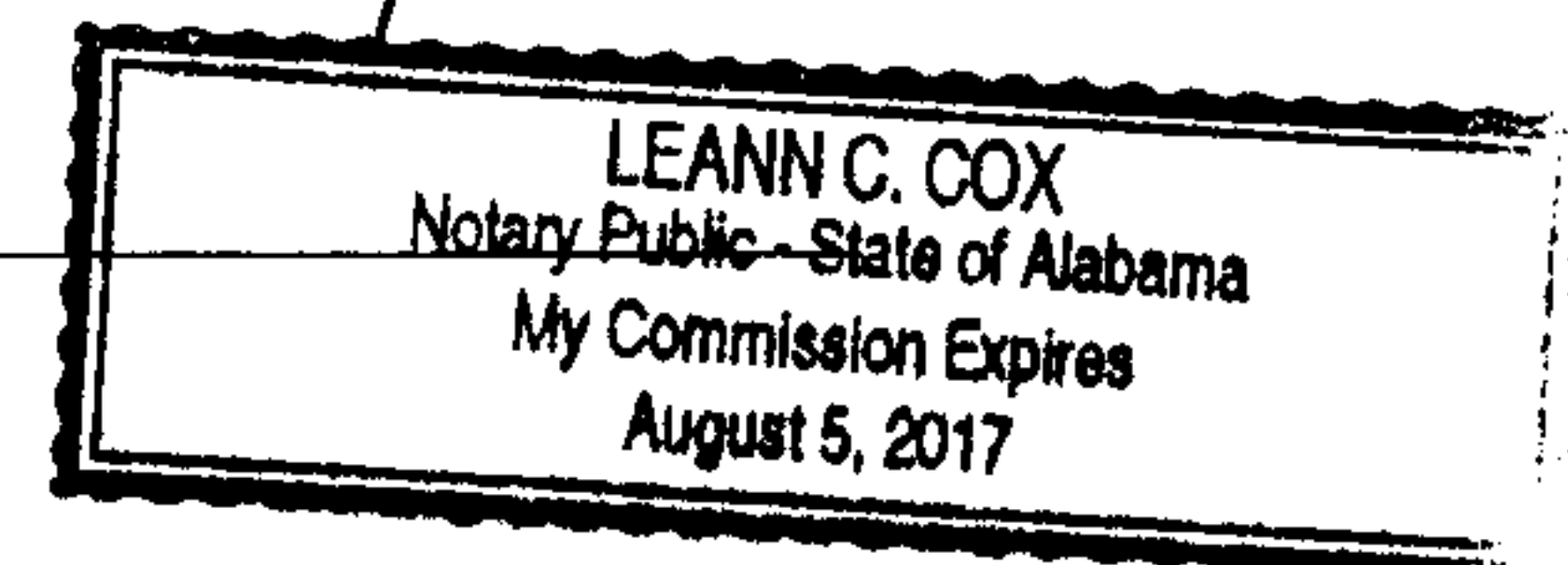
STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Jennifer C. Wilson, whose name as Associate 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 8th day of August, 2014.

[NOTARIAL SEAL]

Leann C. Cox
NOTARY PUBLIC
My Commission Expires:



20140818000258520 4/5 \$26.00
Shelby Cnty Judge of Probate, AL
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EXHIBIT A

SITUATED IN THE COUNTY OF SHELBY AND STATE OF ALABAMA:

LOT 45-B, ACCORDING TO THE RESURVEY OF LOT 45, HEATHERWOOD,
4TH SECTOR, 1ST ADDITION, AS RECORDED IN MAP BOOK 21, PAGE
145, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO LEWIS W.
CUMMINGS, III AND MARY P. CUMMINGS FROM STAR PROPERTIES, LLC
BY DEED DATED 08/28/12 AND RECORDED 08/29/12 IN INSTRUMENT
20120829000325230, IN THE LAND RECORDS OF SHELBY COUNTY,
ALABAMA.

PPN: 10 2 09 0 001 001.267
LEWIS W. CUMMINGS, III AND MARY P. CUMMINGS

509 BAYHILL ROAD, BIRMINGHAM AL 35244



20140818000258520 5/5 \$26.00
Shelby Cnty Judge of Probate: AL
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