SUBORDINATION AGREEMENT

This Subordination Agreement is made and entered into this 7th day of March, 2016, by and between David R King and Stacy H King, 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 $209,450 dated 7/12/2011, and filed on 7/18/11, and recorded in Land Records/Instrument 20110718000207890 in the Probate Office of Shelby County, Alabama and modification agreement to increase amount to $260,000 dated 9/1/2011, and filed 9/13/2011, recorded in Land Records/Instrument 20110913000270600 in the Probate Office of Shelby County, Alabama:

See attached Legal description on Exhibit "A"

(herein referred to as the "Property").

Principal Mortgage LLC is making a first mortgage loan to the Borrowers in the principal amount of $ 400,000.00 (herein referred to as the "First Mortgage"). It is a condition of Principal Mortgage LLC 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.

Principal Mortgage, LLC 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 Principal Mortgage, LLC. 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 Principal Mortgage, LLC to make the loan above referred to, above, it is hereby agreed as follows:

1. <u>SUBORDINATION</u>: The First Mortgage securing the Note in favor of Principal Mortgage, LLC 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. <u>ACKNOWLEDGMENT OF SUBORDINATION</u>: Lender hereby acknowledges and specifically waives, relinquishes, and subordinates the priority and superiority of its Second Mortgage upon the Property to Principal Mortgage, LLC, and its understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination, loans and advances are being made to Borrowers. Principal Mortgage, LLC 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.

[SEAL]
David R King

Stacy H. King [SEAL]
Stacy H King

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David R King and Stacy H King, 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 March 2016.

[NOTARIAL SEAL]

CHARLES D STEWART JR
MY COMMISSION EXPIRES
NOTARY PUBLIC
STATE OF ALABAMA

NOTARY PUBLIC
My Commission Expires: 4-30-16

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:
Michael D Mims
Its: Managing Director

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Michael D. Mims, 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 13 day of March 2016.

[NOTARIAL SEAL]

REBECCA L. COLLIER
MY COMMISSION EXPIRES
NOTARY PUBLIC
June 22, 2017
STATE OF ALABAMA

NOTARY PUBLIC
My Commission Expires: June 22, 2017

Exhibit "A"

Lot 212, according to the Survey of Greystone Legacy, 2nd Sector, as recorded in Map Book 27, Page 66, in the Office of the Judge of Probate of Shelby County, Alabama.

SHELBY COUNTY ALABAMA

Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
03/14/2016 01:29:16 PM
$26.00 CHERRY
20160314000081570