

## SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 20th day of October, 1993, by SouthTrust Bank of Alabama, N.A. (hereinafter referred to as the "Mortgagee") in favor of Compass Mortgage Corporation, its successors and assigns (hereinafter referred to as "Compass").

## WITNESSETH

WHEREAS, Mortgagee did loan to Samuel N. Meredith ("Borrower") the sum of 50,000, which loan is evidenced by a promissory note dated May 7, 1990, executed by Borrower in favor of Mortgagee, and is secured by a mortgage of even date therewith (the "Mortgage") covering the property described therein and recorded in Book 311, Page 131 of the real property records in the office of the Judge of Probate, Shelby County, Alabama; and

WHEREAS, Borrower has requested that Compass Mortgage lend to it the sum of \$159,000.00 (the "Loan"), such loan to be evidenced by a promissory note dated October 20th, 1993, executed by Borrower in favor of Compass Mortgage and secured by a mortgage of even date therewith (the "New Mortgage") covering in whole or in part the property covered by the Mortgage; and

WHEREAS, Compass Mortgage has agreed to make the Loan to the Borrower, if, but 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 Compass Mortgage;

ONE

NOW, THEREFORE, in consideration of one dollar 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 Compass Mortgage 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.

11/15/1993 11:07 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

*Mary O'Connell*

Inet # 1993-36065

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 Compass Mortgage, 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 Compass Mortgage 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 the successors and assigns of the parties.

11/15/1993-36065  
10:07 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE  
11.00

**MORTGAGEE:**

SouthTrust Bank of Alabama, N.A.

BY: Scott Hilley

ITS: Assistant Vice President

**STATE OF ALABAMA**

Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Scott Hilley whose name as Asst Vice President of SouthTrust Bank of Alabama, N.A. 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 as such officer and with full authority, executed the same voluntarily for and as the act of said SouthTrust Bank of Alabama, N.A.

Given under my hand and official seal this the 20th day of October, 1993.

Jessie M. Odom  
NOTARY PUBLIC

My Commission Expires: My Commission Expires Feb. 16, 1997.

Inst # 1993-36065