

RECORDER'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction.

Subordination Agreement

This agreement, made this 13th day of February 2001, by and between Compass Bank (the "Subordinator"), whose address is 1500 Montgomery Highway, Birmingham, Alabama 35216 and ABN-AMRO Mortgage Group Inc. (A Delaware Corporation) whose address is 1843 N. Harrison Parkway, Building 14, Sunrise, FL 33323 (the "Lender"), and Leon F. Vetrano whose address is 113 Blue Spring Circle, Alabaster, AL 36007

WITNESSETH:

WHEREAS, Borrower is the owner in fee simple of the following described premises situated in the County of Shelby, State of Alabama to wit:

LEGAL DESCRIPTION:

LOT 13, ACCORDING TO THE SURVEY OF SUMMER BROOK PHASE THREE, AS RECORDED IN MAP BOOK 20, PAGE 28, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA; BEING SITUATED IN SHELBY COUNTY, ALABAMA

AND

WHEREAS, Borrower is the Mortgagor and Subordinator is the Mortgagee under a certain Mortgage covering said premises (the "Property") which Deed of Trust/Mortgage executed by Leon F. Vetrano, in favor of Compass Bank in the amount of \$20,000.00, dated 5/14/1998, recorded 6/14/1998 in Instrument #1998-18783, in the Shelby County Records, State of Alabama, to secure a note in the originally stated principal amount and to the terms and conditions thereof.

AND

WHEREAS, the Lender intends to make a certain mortgage loan to Borrower in a principal amount of \$108,700.00 to be secured by a Note and Mortgage of even date therewith, and to be Recorded 0201 2001 and dated 16419 2001 with Borrower as Mortgagor and Lender as Mortgagee, said Mortgage to cover the subject property.

AND

WHEREAS, Lender will only make said Lender's mortgage on the basis that it will hold a first mortgage lien on the subject premises, and it is the intention of Subordinator and Borrower that the Lender's Mortgage will be a prior and superior lien to the Subordinator's Mortgage.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other considerations of value, the parties hereto agree as follows:

1. That the Subordinator's Mortgage and any and all advances secured thereby, regardless of when such advances shall be made, or any renewal or extension of said Mortgage or advances, shall be and the same hereby are subject to and subordinate to the lien of the Lender's Mortgage, except that any future advances made by Lender pursuant to the Lender's Mortgage, other than advances made by Lender to protect its security interest in the property pursuant to Paragraph 7 of the Lender's Mortgage, shall be subordinate to the lien of the Subordinator's Mortgage.
2. That Borrower and Subordinator do hereby covenant and warrant that they have not assigned, conveyed or otherwise transferred their respective interest in the Property either on or prior to the date hereof to anyone
3. This agreement shall bind and inure to the benefit of the heirs, personal representatives, assigns and successors of the respective parties hereto.

Inst # 2001-16420

04/27/2001-16420

08:19 AM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

14.00

002 NB

Cahaba Title, Inc.

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instrument was found to be
inadequate for the best photo-
graphic reproduction.

After this document is recorded,

Please return to:

ABN-AMRO Mortgage Group Inc.
1843 N. Harrison Parkway, Building H
Sunrise, FL 33323

Attn: Sherri Adams - Title Review

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above
written.

WITNESSES:

Witness

Witness

Wanda Ingram
Witness

Amelia Town
Witness

Sherry Adams
Witness
Christa Martone
Witness

State of Alabama

County of Walker SS

The foregoing instrument was acknowledged before this 27 day of
Feb, 2001, by MD Pearce

Notary Public

Walker County, AL

My commission Expires: My Commission Expires Dec. 15, 2002

State of Florida

County of Broward SS

The foregoing instrument was acknowledged before this 2nd day of

March, 2001, by Angela Greenberg, Asst. Vice President of ABN-AMRO Mortgage
Group Inc.

Notary Public

Broward County, FL

My commission Expires: _____

Inst # 2001-16420

SHARON ADAMS
Notary Public - State of Florida
My Commission Expires Mar 8, 2002
Commission # CC708536

04/27/2001-16420
08:19 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MB 14.00