

THIS INSTRUMENT WAS PREPARED BY:

Name: Compass Bank

Address: 100 Greensprings Highway
Birmingham, AL 35209

STATE OF ALABAMA)
COUNTY OF Jefferson)

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

COMPASS BANK _____ (F.K.A. Central Bank _____) ("Compass"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated 3-9, 98 from James G. Heslop, as mortgagor (the "Mortgagor," whether one or more), to Compass, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Instrument Book #9947, Page _____, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Castle Mortgage Corporation, as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$ 269,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Compass to enter into this Subordination Agreement, Mortgagee hereby certifies to Compass as follows:

(1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated _____, _____, from _____, as mortgagor, to _____, as mortgagee, recorded in the office of the Judge of Probate of _____ County, Alabama at _____ Book _____, Page _____;

(2) that the Loan shall bear a(n) _____ interest rate of _____ % per annum and shall be repayable in monthly installments at a(n) _____ amount of \$ _____, beginning _____, _____ and continuing until _____, _____; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 2113 Brae Trail, Birmingham, AL 35242, Alabama 3_____.

The provisions of this Subordination Agreement are solely for the benefit of Compass and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Compass or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Compass and Mortgagee.

12/03/2001-52285
02:29 PM CERTIFIED /
SHELBY COUNTY JUDGE OF PROBATE
002 CH 14.00

IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of the
7th day of November, 19 2001.

COMPASS BANK

"Compass"

By: [Signature]
Its Assistant Vice President

_____"Mortgagor"

_____"Mortgagee"

By: _____
Its _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

I, Peggy S. Benge, the undersigned, a Notary Public, in and for said County in said State, hereby certify that J. S. Byrd, whose name as Assistant Vice President of Compass Bank, a(n) corp., is signed to the foregoing instrument and who is known to me, acknowledge before me on this day that, being informed of the contents of the foregoing instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corp.

Given under my hand and official seal on this the 7 day of November, 19 2001

(NOTARIAL SEAL)

Peggy S. Benge
Notary Public
My Commission Expires: 1/25/03

STATE OF _____)

COUNTY OF _____)

I, _____, the undersigned, a Notary Public in and for said County in said State, hereby certify that _____, whose name as _____ of _____, a(n) _____, 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 voluntarily for and as the act of said _____.

Given under my hand and official seal this the _____ day of _____, 19 _____.

(NOTARIAL SEAL)

Inst. # 2001-52285
Notary Public
My Commission Expires: _____

12/03/2001-52285
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