

#### SUBORDINATION AGREEMENT

Borrower: RODNEY S. ANDERS AND PAMELA P. ANDERS		
Property Address: 4025 WATER WILLOW LANE, HOOVER, ALABAMA 35244		
This Subordination Agreement dated, is between COMPASS BANK, (Junior Lender),		
And, HENGER RAST MORTGAGE CORPORATION (New Senior Lender).		
RECITALS		
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$135,000.00 <b>MODIFIED TO \$210,000.00 RECORDED IN INSTRUMENT NO. 20071116000525600</b>		
Dated 7/8/2005, and recorded in bookN/A, pageN/A		
Instrument Number 20050804000395360 on 8/4/2005 (date), in SHELBY (County),		
ALABAMA (State).		
The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The \$210,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to \$188,000.00 The credit agreement with this modification and this modification does not change the maturity date of the original Deed of Trust  Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan		
on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in		
the new principal sum of \$262,500.00 Dated: $9-16-11$ . This will be the New		
Senior Security Instrument.		
1. Subordination of Junior Lender's Interest.		

Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of \$262,500.00, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

# 2. No Subordination to Additional Matters

Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

### 3. No Waiver of Notice

Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

### 4. Assignment

This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

## 5. Governing (Applicable) Law

This agreement shall be governed by the laws of the State in which the Property is located.

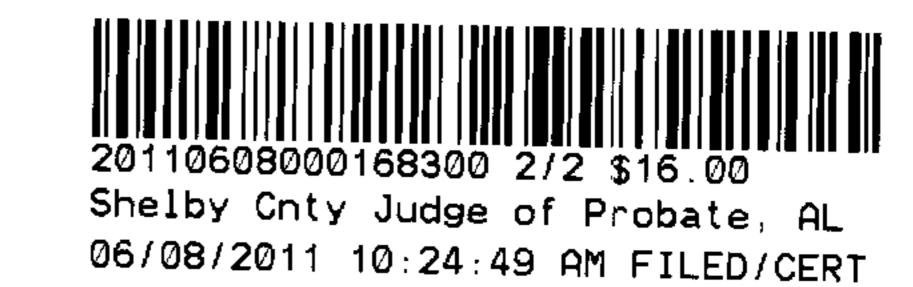
### 6. Reliance

This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.

### 7. Notice

Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

### 8. Entire Agreement (Integration)



This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

# 9. Waiver of Jury Trial

Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance

New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms

and conditions of this Agreement. This Agreement must be r Agreement, or the Agreement will be null and void.	
Junior Lender: Market Ohn 500	
Title: Assistant Vice President of Compass Bank	
New Senior Lender:	
Title:	
The State of _Alabama	
Jefferson County	
I, Nkechi Logan a Notary Public in and for said Countral Christie Johnson whose name as Assistant Vice President to the foregoing instrument and who is known to me, acknowled informed of the contents of said instrument, he, as such office voluntarily for and as the act of said corporation, acting in its aforesaid. Given under my hand this the	of BBVA Compass, a corporation is signed edged before me on this day, that being r, and with full authority, executed the same
(Seal)	Notary Public  My commission expires:
State of	Nkechi Logan MY COMMISSION EXPIRES APRIL 29, 2015
County of	
whose name(s) is/are signed to the foregoing instrument, and me on this day that, being informed of the contents of the instrumentarily on the day the same bears date.	le) of (institution) who is known to me, acknowledged before
Given under my hand and official seal this	
/CI 1\(\chi\)	
(Seal)	Notary Public

My commission expires: