

THIS INSTRUMENT WAS PREPARED BY:

93-Ross

Mary Lynn Campisi  
3017 Pump House Road  
Birmingham, AL 35243

STATE OF ALABAMA       )  
                                  )  
COUNTY OF JEFFERSON   )

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

COMPASS BANK ("Compass"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated March 15, 1991 from Finlay Ross and wife, Madeline A. Ross, 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 Mortgage Book 334, Page 682, (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 Compass 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 \$144,350.00 (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 May 11, 1987, from Finlay Ross and wife, Madeline A. Ross as mortgagor, to Birmingham Federal Savings and Loan Association, as Mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Mortgage Book 131, page 56;

(2) that the Loan shall bear a fixed interest rate of 6.5% per annum and shall be repayable in monthly installments at a fixed amount of \$1,257.44, beginning January 1, 1994 and continuing until December 1, 2008; and

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SHELBY COUNTY JUDGE OF PROBATE  
003 WCD 13.50

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(3) that the street of the real property to be covered by the Superior Mortgage is 408 Bower Court Birmingham, Alabama 35244.

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.

IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of the 16<sup>th</sup> day of Dec, 1993.

COMPASS BANK

BY: [Signature]

Its VR

COMPASS MORTGAGE CORPORATION

BY: [Signature]

Its [Signature]

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Riley P. Guin, whose name as OFFICER of Compass Bank, Corporation, a(n) Corp., 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 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 16<sup>th</sup> day of Dec., 1993.

Dorothy H. McFarland  
Notary Public

My Commission Expires:

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STATE OF ALABAMA )  
 )  
COUNTY OF JEFFERSON )

I, the undersigned, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Walker H. Laughlin, whose name as President of Compass Mortgage Corporation, a Delaware Corporation 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 Corporation.

Given under my hand and official seal this the 21 day of December, 1993.

Allen Blamer  
Notary Public  
My Commission Expires: \_\_\_\_\_  
MY COMMISSION EXPIRES FEBRUARY 24, 1997

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