

THIS INSTRUMENT WAS PREPARED BY:

Name: Leigh Moon, An Employee Of  
Compass Bank

Address: P. O. Box 10566  
Birmingham, Alabama 35296

STATE OF ALABAMA )  
COUNTY OF SHELBY )

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

COMPASS BANK \_\_\_\_\_ (F.K.A. Central Bank of the South ) ("Compass"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated 12-21-93, \_\_\_\_\_ from Clyde A. Wolfe and Wife, Kathleen B. Wolfe, 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 Real Book 109, Page 269, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgager, as mortgager, to AmSouth Mortgage Company, Inc., 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 Mortgager in the principal amount of \$ 35,500.00 (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 Clyde A. Wolfe and Kathleen B. Wolfe, as mortgager, to Guaranty Savings & Loan, as mortgagee, recorded in the office of the Judge of Probate of \_\_\_\_\_ Shelby County, Alabama at Real Book 348, Page 397 \_\_\_\_\_;

(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 \_\_\_\_\_ 885 Dogwood Circle, 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.

*Mary Campisi*

03/03/1994-06980  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00

Inst # 1994-06980

IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of the 1st day of February, 1994.

COMPASS BANK

By: Gary E. Bishop  
Its Gary E. Bishop

By: \_\_\_\_\_  
Its \_\_\_\_\_

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 Gary E. Bishop, whose name as Officer of Compass Bank, 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 Compass Bank.

Given under the hand and official seal this the 1st day of Feb., 1994.

[NOTARIAL SEAL]

Notary Public

My Commission Expires: 03/03/1994-06980

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 the hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[NOTARIAL SEAL]

Notary Public Inst # 1994-06980  
My Commission Expires: \_\_\_\_\_

03/03/1994-06980  
01:51 PM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 MCD 11.00