

THIS INSTRUMENT WAS PREPARED BY:

Name: Karen Coalson
COMPASS BANK
Address: 505 N 20th ST
Bham, AL 35203

STATE OF ALABAMA)
COUNTY OF Jefferson)

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 January 5, 1994 _____ from Terry L. Kelley
_____, 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 _____ Book 1994-05267, 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
Real Estate Financing _____, 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 \$76,500.00 (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 _____, 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 7.00 % per annum
and shall be repayable in monthly installments at a(n) _____ amount of \$ _____
_____, beginning August 1, 1995 _____, and continuing until July 1, 2025 _____,
_____; and

(3) that the street address of the real property to be covered by the Superior Mortgage is _____
4938 Caldwell Mill Lane _____ Birmingham Alabama 35242 _____

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.

Inst # 1995-17709

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SHELBY COUNTY JUDGE OF PROBATE
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IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of
the 22nd day of June 1995.

COMPASS BANK

By: Penny White
Its Loan Officer

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 Penny White, whose name as Loan Officer
of Compass Bank, a(n) corporation
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, s he, as such officer and with full
authority, executed the same voluntarily for and as the act of said corporation.

Given under the hand and official seal this the 22nd day of June 1995.

[NOTARIAL SEAL]

Haren Carlson
Notary Public
My Commission Expires: 2-21-98

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
My Commission Expires: _____
Inst # 1995-17709

07/06/1995-17709
02:44 PM CERTIFIED

SHELBY COUNTY JUDGE OF PROBATE

002 MCD 11.00