

THIS INSTRUMENT WAS PREPARED BY:

Name: ROBIN GREEN

Address: 701 SO 32ND STREET  
BIRMINGHAM, AL 35233

STATE OF ALABAMA )  
COUNTY OF SHELBY )

Inst # 1997-05492

02/21/1997-05492  
08:39 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
002 NCD 11.00

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 MAY 21ST, 1990 from DELORIS PRINCE ALFRED PRINCE, 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 293, Page 177, (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 COMPASS BANK, 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 \$ 8700.00 (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 JULY 7TH, 1986, from DELORIS & ALFRED PRINCE, as mortgager, to BENCHMARK, as mortgagee, recorded in the office of the Judge of Probate of SHELBY County, Alabama at REAL Book 80, Page 37;

(2) that the Loan shall bear a(n) ADJUSTABLE interest rate of 7.75 % per annum, and shall be repayable in monthly installments at a(n) ADJUSTABLE amount of \$                     , beginning APRIL 1ST, 1997 and continuing until                     ; and

(3) that the street address of the real property to be covered by the Superior Mortgage is 428 WILDERNESS ROAD PELHAM, AL. Alabama 35124.

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.

**COMPASS BANK**

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

COUNTY OF Jefferson

Given under the hand and official seal this the 14 day of Feb, 1997

**Notary Public**

STATE OF ALABAMA

COUNTY OF SHELBURY

Given under the hand and official seal this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**Notary Public**

Notary Public Inst. # 1997-05492  
My Commission Expires: \_\_\_\_\_

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