

THIS INSTRUMENT WAS PREPARED BY:

Name: ROBIN GREEN

Address: 15 SOUTH 20TH STREET
BIRMINGHAM, AL. 35233

STATE OF ALABAMA
COUNTY OF JEFFERSON

Inst # 1998-16318

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 JUNE 6TH, 1996 from CARL R AND SUSAN R BRUNSON as mortgagor (the "Mortgagor," whether one or more), to Compass, at INST Book 1996, Page 19044, (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 mortgager, to SOUTH STATES MORTGAGE CORPORATION as mortgagee (the "Mortgagee"), to be recorded in the office of the Judge of Probate of JEFFERSON 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 \$ 200,000.00 (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 _____% 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 3756 KESWICK CIRCLE BIRMINGHAM, Alabama 3 5242.

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.

05/05/1998-16318
09:37 PM CERTIFIED
SHELBY COUNTY JUDGE
002 MCD 11.00

IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of the
28TH day of APRIL 1998

COMPASS BANK

By:

Its

"Mortgagor"

"Mortgagee"

By:

Its

STATE OF ALABAMA

COUNTY OF Jefferson

I, Russell M. McFarlane, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Gregory P. Guen, whose name as Vice President of Compass Bank, a(n) Bank, is signed to the foregoing instrument and who is known to me, acknowledge 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 Bank.

Given under my hand and official seal on this the

28

day of

April

1998

(NOTARIAL SEAL)

Russell M. McFarlane
Notary Public

My Commission Expires: IN COMMISSION EXPIRES OCTOBER 30, 1999

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, acknowledge 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 _____.

Given under my hand and official seal on this the _____ day of _____,

Inst # 1998-16318

(NOTARIAL SEAL)

Notary Public

My Commission Expires: _____

05/05/1998-16318
02:37 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
002 MCD 11.00

SUBORDAL 3/98

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