

THIS INSTRUMENT WAS PREPARED BY:

Name: Harold H. Goings
Spain & Gillon, L.L.C.
2117 Second Avenue North
Birmingham, AL 35203
Address: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

Inst # 1998-31661

08/14/1998-31661
01:31 PM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
11:00
002 MEL

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 January 12, 1996 from Randall Robbins and Christina L. Robbins, 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 Inst. No. 1996/0279 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 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 Mortgagor in the principal amount of \$102,000.00 (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 December 27, 1994, from Randall Robbins and Christina L. Robbins as mortgagor, to Compass Mortgage Corporation, as mortgagee, recorded in the office of the Judge of Probate of Shelby County, Alabama at Book , Page ; Instrument No. 1995/00032 and assigned to Citifed Mortgage Corporation of America in Instrument No. 1995/04701.

(2) that the Loan shall bear a(n) fixed interest rate of 6.75 % per annum and shall be repayable in monthly installments at a(n) amount of \$ 902.61, beginning July 1, 1998 and continuing until June 1, 2028, and

(3) that the street address of the real property to be covered by the Superior Mortgage is 863 Shady Oak Lane, Montevallo, Alabama 35115.

The provision 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 27th day of May, 1998.

COMPASS BANK

BY: Randy Little

ITS: Senior Lender

Home Equity Department

BY: _____

ITS: _____

STATE OF ALABAMA)

COUNTY OF Jefferson)

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I, the undersigned, the undersigned, Randy Little, a Notary Public, in and for said County of Compass Bank, a(n) Senior Lender 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 Compass Bank.

Given under my hand and official seal on this the 10th day of August, 1998.

Jonny M. Hurst
Notary Public
My Commission Expires: March 24, 2001

[NOTARIAL SEAL]

STATE OF _____)

COUNTY OF _____)

I, _____, the undersigned, a Notary Public, in and for said County of _____, whose name as _____, 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 my hand and official seal on this the _____ day of _____, 19____.

[NOTARIAL SEAL]

Notary Public
My Commission Expires: March 24, 2001
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