

SUBORDINATION AGREEMENT

Inst • 1999-12435

The undersigned, Compass Bank is the holder and owner of a Mortgage made Nanette A. Taylor and James P. Taylor (hereinafter designated as the "Borrower"), recorded in Instrument #1994/34074 & 1997/33631, Shelby County, Alabama Records, which was made to secure an indebtedness of \$ 50,000.00.

The said Borrower has applied for a loan in the sum of \$100,000.00 to be secured by a first mortgage (the "First Mortgage") conveying said property to SouthTrust Mortgage Corporation, (hereinafter designated as the "Lender"), and the proceeds of said loan will be used to satisfy in full the present liens in favor of Liberty Mortgage Corporation as recorded in Real 386, page 989 and transferred to NationsBanc by instrument recorded in Real 386, page 995, Shelby County, Alabama Records. The Lender has declined to make such loan unless the mortgage to SouthTrust Bank shall be subordinated to said new loan and the mortgage securing same.

THEREFORE, in consideration of ONE DOLLAR (\$1.00) in hand paid by the said Borrower to the undersigned, and in consideration of the consummation of said loan in reliance upon this instrument, the SouthTrust Bank hereby waives and subordinates all right, title, or interest under the mortgage above set forth, or otherwise, in or to the property therein described, as against said loan to be so made by the Lender, so that the First Mortgage to be executed by the said Borrower to the Lender shall convey title to said property superior to the mortgage of SouthTrust Bank and superior to the indebtedness thereby secured. This Subordination Agreement shall be binding upon the heirs and assigns of SouthTrust Bank, and shall operate to the benefit of the grantee in the First Mortgage, the successors and assigns of said grantee, and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The mortgage now held by SouthTrust Bank shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed loan

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herein set forth, or any renewal thereof.

WITNESS the hand and seal of the undersigned, this the

30 day of October, 1998.

SOUTHTRUST BANK

BY: Stephen A. Pierce
Its: Asst. Vice President

STATE OF ALABAMA)
JEFFERSON COUNTY)

I, the undersigned Notary Public, in and for said State and County, hereby certify that Stephen A. Pierce whose name as Asst. Vice Pres. of SouthTrust Bank, a corporation, is signed to the foregoing Subordination, and who is known to me, acknowledged before me on this day that, being informed of the contents of the subordination, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said SouthTrust Bank.

Given under my hand and official seal this the 30 day of October, 1998.

Shawn M. Wright
NOTARY PUBLIC

My Commission Expires MY COMMISSION EXPIRES
JUNE 28, 2002

Bank # 01

Existing Loan Number # 95.757.777

IV
**AMENDMENT TO HOME EQUITY LOAN LINE AGREEMENT,
NOTE AND DISCLOSURE STATEMENT
(Existing Customers)
(Minimum Payment Method Change or Credit Limit Reduction)**

This Amendment modifies and is your written agreement to modify certain terms of the SouthTrust Home Equity Loan Line Agreement, Note and Disclosure Statement dated Oct. 25, 94 (the "Agreement") between you, Nanette Taylor or James P. Taylor and us, SouthTrust Bank, National Association.

NOW THEREFORE, the parties do hereby agree to amend and modify the terms of the Agreement, as follows (check applicable box below):

1. (1.5% Payment Option to Interest-Only Payment Option)*

Pursuant to this Amendment, we agree with you that during the period beginning on the first day of the next full billing cycle (the "Commencement Date") commencing after the date of this Amendment, and continuing thereafter through _____ (the "Maturity Date"), subparagraph (a) of the paragraph entitled "Payment Terms" of the Agreement is amended and restated in its entirety to read as follows:

(a) **Draw Period.** During the draw period (including any extension thereof as provided in the paragraph of this Agreement entitled "Extension of Your Draw Period"), you promise to pay us or our order the Minimum Payment Due in the amount of the finance charge for the current billing cycle.

2. (Interest-Only Payment Option to 1.5% Payment Option)

Pursuant to this Amendment, we agree with you that during the period beginning on the first day of the next full billing cycle (the "Commencement Date") commencing after the date of this Amendment, and continuing thereafter through _____ (the "Maturity Date"), subparagraph (a) of the paragraph entitled "Payment Terms" of the Agreement is amended and restated in its entirety to read as follows:

(a) **Draw Period.** During the draw period (including any extension thereof as provided in the paragraph of this Agreement entitled "Extension of Your Draw Period"), you promise to pay us or our order the Minimum Payment Due in the amount that is the greater of: (i) the finance charge for the current billing cycle; (ii) 1.50% of the unpaid balance of your Account; or (iii) \$50 (or, if less, the unpaid balance of the Account).

3. (Credit Limit Reduction)

We agree with you that during the period commencing from the date of this Amendment, and continuing thereafter through Sept. 16, 2012 (the "Maturity Date"), the credit limit as provided in paragraph 1 of the Agreement is reduced from \$ 50,000. to \$ 8750.

4. Terms used but not defined in this Amendment will have the same meaning given to them in the Agreement. The terms and disclosures set forth in this Amendment are intended to be incorporated into, and become an integrated part of, the Agreement and the disclosures provided therein. Except as expressly amended by this Amendment, all terms, provisions and conditions of the Agreement shall be and remain unchanged and in full force and effect.

IN WITNESS WHEREOF, each of the parties signing below have executed this Amendment. Unless this Amendment is governed by the laws of Mississippi or South Carolina, each of the parties agrees that his or her signature is made under seal.

BORROWERS: _____ (SEAL)

_____ (SEAL)

SOUTHTRUST BANK, NATIONAL ASSOCIATION
By: Stephen A. Rener
Title: ASP

ELG Approval: Stephen A. Rener

_____ Date

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