

SUBORDINATION AGREEMENT

STATE OF ALABAMA

SHELBY COUNTY

This agreement is made and entered into on this 15th Day of May, 2001, by **COMPASS BANK, N.A.**, (hereafter "Mortgagee"), a corporation with a place of business at 100 Greensprings Hwy, Birmingham, Alabama 35209, its successors and assigns, in favor of **COUNTRYWIDE HOME LOANS, INC.**, a corporation with a place of business at 4500 Park Granada, Calabasas, CA 91302-1613 (hereafter "Mortgage Company"), its successors and assigns.

WHEREAS, Mortgagee did loan to **Reginald A. Green and Brenda J. Green**, (hereafter "Borrower", whether one or more) the sum of **\$15,000.00**, which loan is evidenced by a note and mortgage dated **February 20, 1998**, executed by Borrower in favor of Mortgagee, said mortgage filed **March 3, 1998** and recorded in Book **1998-7103**, in the Office of the Judge of Probate of Shelby County, Alabama, which mortgage is a lien on the following described property;

Lot 118, according to the Map of Weatherly, Brentwood, Sector 15-Phase Two, as recorded in Map Book 20, Page 8, in the Probate Office of Shelby County, Alabama.

AND WHEREAS, Borrower has requested the Mortgage Company lend to it the sum of **Seventy Three Thousand Eight Hundred Fifty and 00/100 Dollars (\$73,850.00)** evidenced by a note and mortgage in favor of said Mortgage Company, dated **May 15, 2001** and duly recorded in Book 2001, Page 20733 Of the Probate Records of Shelby County, and

WHEREAS, the Mortgage Company has agreed to make said loan to borrower but only if Mortgage Company Mortgage shall be a superior lien to the lien of the Mortgagee.

NOW THEREFORE, in consideration of the premises and for one dollar, the receipt of which is hereby acknowledged, Mortgagee agrees as follows:

1. That the lien of mortgage executed by the Borrower to Mortgagee is and shall be subordinated to the lien of the mortgage executed by the Borrower to the Mortgage Company, provided, however, that the lien of the mortgage to Mortgagee shall be subordinated to the lien of the mortgage to the Mortgage Company only to the extent that the lien of the mortgage to the Mortgage Company is a result of this Subordination Agreement, a validly perfect first lien security interest in the above-described property.

2. That the mortgage executed by the Borrower to Mortgagee is and shall be subordinated both in lien and payment to the mortgage executed by the Borrower to the Mortgage Company to the extent that the mortgage to the Mortgage Company is, as a result of this Subordination Agreement, a validly perfect first lien security interest in the above described

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3. That to the extent the mortgage of the Mortgage Company is, as result of this Subordination Agreement a validly perfect first lien security interest in the above-described property, the lien of the mortgage executed by Borrower to Mortgage Company shall not be affected or impaired by a judicial sale under a judgment recovered under the mortgage made by Borrower to Mortgagee, but any such sale shall be subject to the lien of the said mortgage executed by the Borrower to Mortgage Company as well as any judgment obtained upon the bond or note secured thereby.

4. That the Mortgagee shall notify the Mortgage Company in writing of any default under the terms of the mortgage executed by the borrower to the Mortgagee.

IN WITNESS WHEREOF, the Mortgagee has hereto set its hand and seal the date first above written.

COMPASS BANK, N.A.

By: [Signature]
Title: Asst. Vice Pres.

State of Alabama

Jefferson County

I, the undersigned authority, a Notary Public in and for said county in said state hereby certify that J.S. Byrd, whose name as Asst. Vice Pres., of Compass, 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 said instrument, he/she, acting with full authority executed the same voluntarily on day same bears date for and as act of said corporation.

Given under my hand and seal this the 15 Day of May 2001.

Nora R. Capps
Notary Public
My Commission Expires: 9-2-2001

This instrument prepared by:

Stephen D. Keith
One Chase Corporate Center
Suite 490
Birmingham, Alabama 35244

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