

PREPARED BY AND RETURN TO:
WENDELL L. BOWIE
TRANSCONTINENTAL TITLE CO.
100 CONCOURSE PARKWAY, SUITE 310
BIRMINGHAM, AL 32544
File #: AL1103216
Parcel I.D.#: 13-7-35-2-001-003.019

RECORD AND RETURN TO:
TRANSCONTINENTAL TITLE
100 CONCOURSE PKWY STE 310
BIRMINGHAM, AL 35244

SUBORDINATION AGREEMENT

STATE OF ALABAMA

COUNTY OF SHELBY

3214

This **SUBORDINATION AGREEMENT**, made and entered into this the ____ day of _____, 2001 by and between COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK, and TERRACE MORTGAGE COMPANY

WITNESSETH THAT, WHEREAS, DERICK A. LAMAR AND CRYSTAL E. LAMAR

have an outstanding mortgage lien in favor of COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK on that certain property described hereinafter to secure an indebtedness in the amount of \$17,594.00, and said lien is in full force and effect, said real property being more particularly described as follows:

LOT 15, ACCORDING TO THE MAP OF APACHE RIDGE, 1ST SECTOR, AS RECORDED IN MAP BOOK 12, PAGE 29, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

and, WHEREAS, DERICK A. LAMAR AND CRYSTAL E. LAMAR, HUSBAND AND WIFE, (hereinafter "Borrower", whether one or more), has/have made an application to TERRACE MORTGAGE COMPANY for a

loan in the sum not to exceed \$117,000.00 and TERRACE MORTGAGE COMPANY is willing to make said loan to

Borrower provided he/she/they furnish it with a mortgage on the lands described in the aforesaid lien, and further provided that COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK, subordinate the above described lien and make the same second and subservient to the mortgage of TERRACE MORTGAGE COMPANY and,

WHEREAS, it is the desire and intention of the parties hereto to subordinate the lien, operation and effect of the above described mortgage in favor of COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK,

for the full balance thereof, to the lien and operation of the aforesaid mortgage of TERRACE MORTGAGE COMPANY, in order that last said lien and mortgage shall

become a lien of first priority on the real property described hereinabove, and further, that the lien and mortgage in favor of COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK shall be, and the same

are by these presents made, second, junior and subservient to that lien and mortgage of TERRACE MORTGAGE COMPANY

in every manner whatsoever,

[Handwritten signature]

NOW THEREFORE, in consideration of the premises and the sum of \$ N/A, receipt of which is acknowledged, the undersigned as parties hereto, do hereby agree that the mortgage lien of (BORROWER) DERICK A. LAMAR AND CRYSTAL E. LAMAR to COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK, DATED JUNE 11, 1998, and recorded in SHELBY County, Alabama, shall be second and subservient to that certain first mortgage of DERICK A. LAMAR AND CRYSTAL E. LAMAR, HUSBAND AND WIFE to TERRACE MORTGAGE COMPANY, dated _____, 2001 and recorded in SHELBY County, Alabama, to secure the sum not to exceed \$117,000.00, plus interest thereon, said lien of COMPASS BANK, FORMERLY KNOWN AS CENTRAL BANK, being subordinated to the first mortgage of TERRACE MORTGAGE COMPANY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2001.

By: *J.S. Byrd*

Title *Asst. Vice Pres*

By: _____

Title _____

STATE OF ALABAMA

COUNTY OF: SHELBY *Walker*

I, the undersigned, a Notary Public in and for said county in said State hereby state that

J.S. Byrd whose name as *Asst. Vice Pres* of COMPASS BANK FORMERLY KNOWN AS CENTRAL 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 this instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 1 day of August, 2001.

J.P. Woods
Notary Public

My Commission expires My Commission Expires Dec. 15, 2002