

SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into on this 6 day of December, 2001, by **Compass Bank** (hereinafter referred to as "Compass") in favor of **Castle Mortgage Corporation**, its successors and assigns (hereinafter referred to as "Lender").

RECITALS

Compass's loan to **James P. Gorman and Amy R. Gorman** (the "Borrower(s)" whether one or more) the sum of \$ 24,000.00. Such loan is evidenced by a note dated July 28, 2000, executed by Borrower in favor of Compass, which note is secured by a mortgage, deed of trust, security deed, deed to secure debt, or other security agreement recorded August 8, 2000, in Instrument 2000/26853 to Compass Bank, in the public records of Jefferson County, Alabama (the "Compass Mortgage"). Borrower has requested that Lender lend to it the sum of \$192,000.00, which loan will be evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The Note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Compass execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Compass agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of the Compass Mortgage to the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not the extent of any other future advances.

IN WITNESS WHEREOF, Compass has caused this instrument to be executed by its duly authorized officer on the day and date first set forth above.

Compass Bank

By: M.D. [Signature]
Its: Vice Pres

State of Alabama)
Walker County)

I, the undersigned authority, a Notary Public, in and for said county in said state, hereby certify that M.D. [Signature] whose name as Vice Pres of **Compass Bank**, 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, ___ 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 6 day of Dec, 2001.

[Signature]
Notary Public

My Commission Expires: My Commission Expires Dec. 15, 2002

Inst # 2002-03117

This Instrument Prepared by:
Charles E. Davis, Jr., LLC
400 Vestavia Parkway, Suite 101
Vestavia Hills, Alabama 35216

01/17/2002-03117
11:35 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
001 CH 11.00