

SUBORDINATION AGREEMENT

This Agreement made this date by and between Compass Bank (herein called First Party), and Synovus Mortgage Corp. (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instr. 1999-47408, executed by Stephen Mark Keaten and Mitzie S. Keaten in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:


Lot 32, according to the Survey of Heatherwood 4th Sector, as recorded in Map Book 9, Pages 161, 162 and 163, in the Probate Office of Shelby County, Alabama.


Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Compass Bank, consents and agrees that the lien of its mortgage recorded in Inst. #1999-47408 is and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$125,000.00 being made by the Second Party, Synovus Mortgage Corp., which mortgage is recorded in Instr. # ~~1~~ in the said Probate Office.

Done this 24th day of April, 2002. Inst # 20020501000203700

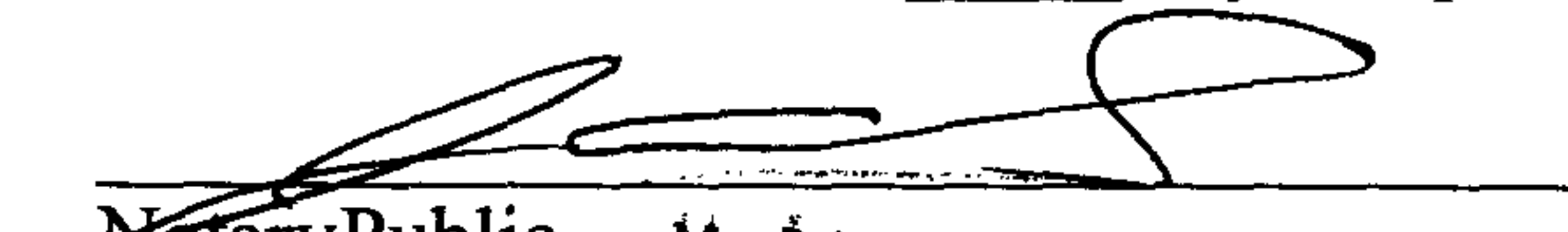

20020501000203710 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
05/01/2002 09:47:00 FILED/CERTIFIED

Compass Bank
BY: 
Its Vice Pres

STATE OF ALABAMA)
COUNTY OF Walker)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that TSB, et al whose name as Vice Pres, of Compass Bank, a corporation, 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 corporation.

Given under my hand and official seal, this the 24th day of April, 2002.


Notary Public My Commission Expires Dec. 15, 2002

Stephen Keith