



20021101000539820 Pg 1/2 14.00  
Shelby Cnty Judge of Probate,AL  
11/01/2002 08:55:00 FILED/CERTIFIED

STATE OF ALABAMA  
SHELBY COUNTY

GENERAL SUBORDINATION AGREEMENT

WHEREAS, W. Russell Smith, and wife, Rosalie Smith (hereinafter referred to as the "Borrower, whether one or more) has applied to Countrywide Home Loans, Inc., its successors and/or assigns, for a loan in the amount of \$37,100.00, to be secured by a mortgage on the property described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION.

WHEREAS, Compass Bank has a lien or other interest in said property, which would in the absence of this agreement be superior to the mortgage to be executed by the Borrower to said Countrywide Home Loans, Inc., and

WHEREAS, said Countrywide Home Loans, Inc. is unwilling to make the requested loan to the Borrower unless the lien or other interest in said property is subordinated to the mortgage to be executed by the Borrower to said Countrywide Home Loans, Inc..

NOW THEREFORE, in consideration of the premises and other good and valuable considerations, and in order to induce said Countrywide Home Loans, Inc., to make the requested loan to the Borrower, the undersigned, Compass Bank, hereby agrees as follows:

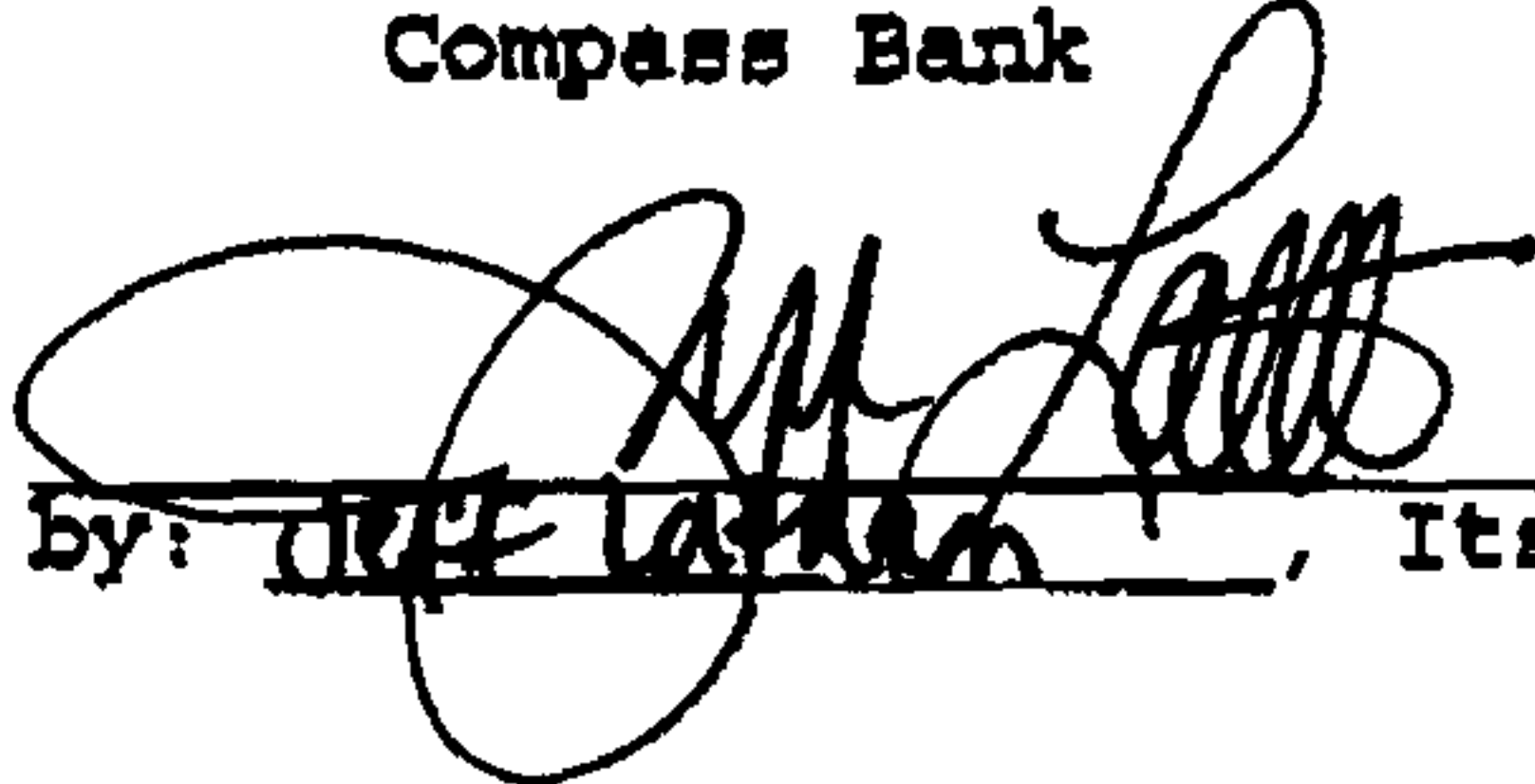
Compass Bank hereby subordinates to the mortgage to be executed by the Borrower to Countrywide Home Loans, Inc., its successors and/or assigns, all right, title and interest of the undersigned in and to the above described property, situated in Shelby County, Alabama, to-wit:

All rights under Home Equity Line of Credit Mortgage recorded in Instrument #2002-47176, dated 4th day of September, 2002, on the above described property, which is recorded in the Probate Office of Shelby County, Alabama.

including, without limitation, any lien which the undersigned has on said property.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal, this 24th day of October, 2002.

Compass Bank

  
By: Jeff Lathan, Its President

Relationship Manager

STATE OF ALABAMA  
COUNTY Jefferson

I, the undersigned authority, a Notary Public, in and for said County, in said State, personally appeared Jeff Lathan whose name as President of Compass Bank is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this 28 day of October, 2002.

  
Notary Public

My commission expires:

10-28-03

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A parcel of land situated in the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 20 South, Range 1 West, being more particularly described as follows:

From the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 22, Township 20 South, Range 1 West, run thence West along the North boundary of said Southeast 1/4 of the Southeast 1/4 a distance of 306.57 feet to the point of beginning of herein described parcel of land; thence continue along said course a distance of 445.71 feet; thence turn 97 degrees 07 minutes 54 seconds left and run 172.52 feet; thence turn 51 degrees 22 minutes 20 seconds left and run 134.98 feet; thence turn 22 degrees 23 minutes 40 seconds right and run 41.11 feet; thence turn 05 degrees 47 minutes 42 seconds right and run 557.33 feet; thence turn 149 degrees 24 minutes 28 seconds left and run 756.06 feet to the point of beginning of herein described parcel of land; being situated in Shelby County, Alabama. Being subject to a 30 foot easement for ingress, egress and utilities, being parallel with and lying South of the North boundary of the afore-described parcel of land; being situated in Shelby County, Alabama.

ALSO:

A 60.0 foot easement for ingress and egress and utilities being 60.0 feet South of and parallel to the North boundary of the Southwest 1/4 - Southwest 1/4 of Section 23, Township 20 South, Range 1 West, extending East from the West boundary of said 1/4-1/4 section to County Highway #47, also a 60.0 foot easement for ingress and egress and utilities, being 30.0 feet either side of the North boundary of aforementioned Southeast 1/4-Southeast 1/4 of Section 22, Township 20 South, Range 1 West, extending West from the East boundary of said 1/4-1/4 section to the West boundary of the afore-described parcel of land, situated in Shelby County, Alabama.