



20030108000015340 Pg 1/2 14.00
Shelby Cnty Judge of Probate, AL
01/08/2003 10:17:00 FILED/CERTIFIED

STATE OF ALABAMA

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COUNTY OF SHELBY

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SUBORDINATION AGREEMENT

THIS AGREEMENT made and entered into on this the ____ day of December, 2003, between Compass Bank, hereinafter referred to as Secured Party, and Flagstar Bank, hereinafter referred to as Lender.

The parties recite and declare that:

A.. Secured Party is the owner and holder of a certain Lien for \$50,000.00, secured by a certain mortgage for such sum, made by Gustavo Cerice and Kathryn Cerice to Secured Party, dated 10/10/02, in Book 2002 at Page 53156, in the Office of the Judge of Probate of Shelby County, Alabama.

The property so described in said security agreement is more particularly described as follows:

Lot 236, according to the Survey of Highland Lakes, 2nd Sector, as recorded in Map Book 20, Page 150, in the Probate Office of Shelby County, Alabama.

Together with nonexclusive easement to use the private roadways, Common Area all as more particularly described in the Declaration of Easements and Master Protective Covenants for Highland Lakes, a Residential Subdivision, recorded as Instrument #1994-07111 in the Probate Office of Shelby County, Alabama, and the Declaration of Covenants, Conditions and Restrictions for Highland Lakes, a Residential Subdivision, 2nd Sector, recorded as instrument #1996-10928 in the Probate Office of Shelby County, Alabama.

B. Lender is about to loan the sum of \$245,000.00 on the note of Gustavo Cerice and Kathryn Cerice, secured by a mortgage on all or a part of the above described premises.

C. To induce Lender to make such loan it is necessary that the Lien held by Secured Party be subordinated to the lien of the mortgage about to be made to Lender as above set forth.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, Secured Party and Lender covenant and agree as follows:

1. SUBORDINATION. Secured Party hereby covenants, consents and agrees with Lender that the aforesaid Lien held by Secured Party is and shall continue to be subject and subordinate in lien to the lien of the mortgage about to be made to Lender as aforesaid.

2. CONSIDERATION. In consideration of Secured Party so subordinating the Lien held by him/her/it to the mortgage to be made to Lender, Lender shall make the aforesaid loan.

3. BINDING EFFECT. This agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors, and assigns of the parties hereto.

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IN WITNESS WHEREOF, the parties have executed this agreement on the date first above mentioned.

By: M.D. Peacock
Its: Vice President

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County and State, certify that M.D. Peacock, as Vice President, of Compass Bank, and who is known to me, acknowledged before me on this day that, being informed of the contents of the subordination agreement he, executed the same voluntarily.

Given under my hand and seal this the 30 day of December, 2002

Nora L. Capps
Notary Public

My Commission Expires: 05/10/06

STATE OF ALABAMA

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County and State, certify that _____, as _____, of _____, and who is known to me, acknowledged before me on this day, that being informed of the contents of the subordination agreement, 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 seal this the ____ day of _____, 2003.

Notary Public

My Commission Expires: _____