

SUBORDINATION AGREEMENT

The undersigned **COMPASS BANK** ("Secured Party") through its duly authorized officer _____, does hereby certify that it is the holder of an indebtedness secured by a certain MORTGAGE filed on the 6TH DAY OF APRIL, 2001 executed by **CAREY E, HEARN AND LISA ANN HEARN** on property located at **859 BURNING TREE TRAIL ALABASTER, ALABAMA 35007** of record in Vol. 2001 Page 14932 for **SHELBY** County, Alabama: and

For and in consideration of the sum of \$ 10.00 and other good valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned does hereby subordinate the above described Real Estate Property to the lien of a certain Deed of Trust, in the amount not to exceed **\$88,000.00** dated the _____ day of **JANUARY, 2003** executed by **CAREY E HEARN AND LISA ANN HEARN** (Debtor) naming **WELLS FARGO HOME MORTGAGE INC.**, as Beneficiary, recorded in Book 20030121000038760 Page _____, for **SHELBY** County, Alabama and the undersigned and its successors agree that the above described Deed of Trust shall constitute a lien prior to any lien or charge claim by the undersigned,

IN WITNESS WHEREOF, this Subordination Agreement has been executed on this 31st day of December, 2002.

By: M. D. Pearson

Title: Vice-President

State of: **ALABAMA**

County of: Jefferson

Before me, the undersigned, a Notary Public in and for the state and county aforesaid, personally appeared M D Pearson with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who upon his oath acknowledge himself to be the VP of **COMPASS BANK**, the within named bargainer, a corporation, and that he as such officer executed the foregoing instrument for the purposes therein contained by signing the name of the corporation, by the said as such

WITNESS my hand and official seal at Homewood, ALABAMA
on this 31st day of December 2002

NOTARY PUBLIC: Nora R. Capps MY COMMISSION EXPIRES 5/10/04