

SUBORDINATION AGREEMENT

THIS SUBORDINATION OF MORTGAGE executed this 30th day of June, 2003 by Compass Bank.

"WITNESSETH"

WHEREAS, Mortgagee is the owner and holder of that certain mortgage from Charles Clements, Jr. and Sally G. Clements, to Compass Bank, dated September 18th, 2001, and recorded in Instrument 2001-43413, and previously subordinated by Instrument 2001/53027, in the Probate Office of Shelby County, Alabama, said property being more particularly described as follows:

Lot 32-A, according to the Survey of Riverchase Country Club, as recorded in Map Book 7, page 114, in the Probate Office of Shelby County, Alabama.

WHEREAS, SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, is making a mortgage loan to Charles B. Clements, Jr. and Sally G. Clements, Husband and Wife, in the amount of \$132,100.00, to refinance their original first mortgage loan to McGowin-King Mortgage, LLC, dated November 26th, 2001, and recorded in Instrument 2001/53025, and subsequently transferred and assigned to Trustmark National Bank, by Instrument 2001/53026, in the Probate Office of Shelby County, Alabama, said loan being secured by a mortgage which encumbers the above described Real Property:

WHEREAS, SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, as a condition for making a new mortgage loan, requires Mortgagee to subordinate the lien of its mortgage to the lien of the new SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, loan, recorded in Shelby County, Alabama, Instrument 20030709000432030, and mortgagee has agreed to do so.



Morris Princiotta, Jr.

NOW, THEREFORE, for and in consideration of the premises hereof and of the mutual advantages and benefits accruing to the parties hereto, and in further consideration of the sum of ONE DOLLAR in hand paid by SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, to Mortgagee, the receipt and sufficiency of which is hereby acknowledged, Mortgagee does hereby covenant, consent and agree to and with SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, that the lien of Compass Bank, shall be and the same is hereby made subordinate, inferior and subject in every respect to the lien of SouthTrust Mortgage Corp. and/or its successors and assigns as their interests may appear, which was granted by Charles B. Clements, Jr. and Sally G. Clements, Husband and Wife, to refinance the original first mortgage to McGowin-King Mortgage LLC, recorded in Instrument 2001/53025, in the Probate Office of Shelby County, Alabama, and assigned to Trustmark National Bank, by Instrument 2001/53026; which encumbers the above described property, provided, however that this subordination is limited to the amount of \$132,100.00.

IN WITNESS WHEREOF, this agreement is executed the day and year first written above.

Signed, sealed and delivered
in the presence of:

Compass Bank

[Signature]
Witness

BY: [Signature]
J.S. Byrd VP
Typed Name Title

STATE OF ALABAMA:
COUNTY OF JEFFERSON:

The foregoing instrument was acknowledged before me this 30 day of June, 2003, by J.S. Byrd, VP of Compass Bank, on behalf of the company.

[Signature]
Notary Public

My Commission Expires: 7-31-05

This instrument prepared by:
Morris J. Princiotta, Jr., Attorney at Law
2100-C Rocky Ridge Road
Birmingham, AL 35216

