

20030718000459360 Pg 1/1 11.00
Shelby Cnty Judge of Probate, AL
07/18/2003 13:39:00 FILED/CERTIFIED

This Instrument Prepared By:
JAMES W. FUHRMEISTER
ALLISON, MAY, ALVIS, FUHRMEISTER,
KIMBROUGH & SHARP, L. L. C.
P. O. Box 380275
Birmingham, AL 35238
File # 02-9866

SUBORDINATION AGREEMENT

Agreement, made the 11TH day of July, 2003, between COMPASS BANK, Mortgagee, and CASTLE MORTGAGE, INC., Lender,

WITNESSETH:

Whereas, the said Mortgagee now owns and holds the following Equity Line Mortgage and the note secured thereby: Equity Line Mortgage dated the 21ST day of May, 2003, made by Charles D. Harrell and Wilma C. Harrell to Compass Bank, and recorded as Instrument #20030603000343900 in the office of the Probate Judge of Shelby County, Alabama covering premises hereinafter mentioned or a part thereof; and

Whereas, the present owner of the premises hereinafter mentioned is about to execute and deliver to said Lender, a mortgage to secure the principal sum of \$300,000.00 and interest, covering premises and more fully described as follows:

and Inst # 20030718000459350 See Attached Legal Description

Whereas, said Lender has refused to accept said mortgage unless said mortgage held by the Mortgagee be subordinated in the manner hereinafter mentioned;

Now therefore, in consideration of the premises and to induce said Lender to accept said mortgage and note and also in consideration of one dollar paid to the Mortgagee, the receipt whereof is hereby acknowledged, the said Mortgagee hereby covenants and agrees with said Lender that said mortgage held by said Mortgagee be and shall continue to be subject and subordinate in lien to the lien of said note and mortgage in the principle amount of Three Hundred Thousand and No/100 Dollars (\$300,000.00) and interest about to be delivered to the Lender, and to all advances heretofore made or which hereafter may be made thereon (including but not limited to all sums advanced for the purpose of paying brokerage commissions, consideration paid for making the loan, mortgage recording tax, documentary stamps, fee for examination of title, surveys, and any other disbursements and charges in connection therewith) to the extent of the last mentioned amount and interest, and all such advances may be made without notice to the Mortgagee, and to any extensions, renewals and modifications thereof.

This agreement may not be changed or terminated orally. This agreement shall bind and enure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

In Witness Whereof, the said Mortgagee has duly executed this agreement the day and year first above written.

MORTGAGEE:

COMPASS BANK

By: *Daniel M. Sims, Jr.*
Its: VICE PRESIDENT

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned authority, in and for said County, in said State, hereby certify that DANIEL M. SIMS, JR. whose name as VICE PRESIDENT 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 the corporation on the day the same bears date.

Given under my hand and official seal this 11TH day of July, 2003.

Jack R. Crumley
Notary Public

My Commission Expires: MY COMMISSION EXPIRES AUGUST 5, 2004

Allison May