SUBORDINATION AGREEMENT

20030731000495650 Pg 1/1 11.00 Shelby Cnty Judge of Probate, AL 07/31/2003 14:55:00 FILED/CERTIFIED

This Agreement made this date by and between Compass Bank (herein called First Party), and Liberty Mortgage Corporation (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Instr.# 2000-8697 executed by Dennis G. Dubose and Susan F. Dubose, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 40-A, according to the Resurvey of Lot 40, Greystone 7th Sector, Phase IV as recorded in Map Book 25, page 69, in the Office of the Judge of Probate of Shelby County, Alabama.

Whereas, the Second Party will not make a mortgage loan on said property unless the First Party subordinates its mortgage to that mortgage of the Second Party.

Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Compass Bank, consents and agrees that the lien of its mortgage recorded in Inst. No.2000-8697, and shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$322,700.00 being made by the Second Party, Liberty Mortgage

Done this $\frac{22}{}$ day of JULY, 2003.

Compass Bank

BY:

STATE OF ALABAMA COUNTY OF JEFFERSON

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Emily M. House, 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, 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 official seal, this the A day of July, 2003.

Notary Public

10-28-03