

THIS INSTRUMENT WAS PREPARED BY:

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Najjar Denaburg, P.C.  
2125 Morris Avenue  
Birmingham, Alabama 35203

THE STATE OF ALABAMA )  
COUNTY OF SHELBY )

### SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

COMPASS BANK, ("Compass"), f.k.a. Central Bank of the South, for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated June 4, 1993 from James R. Brandt and spouse, Maria G. Brandt, as mortgagor (the "Mortgagor," whether one or more), to Compass Bank, as mortgagee, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1993-18361; amended at Instrument #1999-38991 to increase the amount; amended at Instrument #2001-27060 to increase the amount; amended at Instrument #20020528000249980 to increase the amount; amended at Instrument #20030303000125650 to increase the amount; and further amended at Instrument # 20030715000446730 to decrease the amount to \$50,000.00, (the "Equity Line Mortgage"), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from the Mortgagor, as mortgagor, to Compass Bank, as mortgagee (the "Mortgagee"), recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument # 20030715000446740 (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$128,000.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the Loan (the "Superior Indebtedness"). The lien of the Equity Line Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Compass to enter into this Subordination Agreement, Mortgagee hereby certifies to Compass as follows:

- (1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated October 5, 1993, from James R. Brandt and spouse, Maria G. Brandt, as mortgagor, to Compass Mortgage Corporation, as mortgagee, recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1993-33245 and transferred and assigned to GMAC Mortgage Corporation recorded in the Office of the Judge of Probate of Shelby County, Alabama at Instrument #1999-14946;
- (2) that the Loan shall bear an ADJUSTABLE interest rate of 4.00% per annum and shall be repayable in monthly installments at a FIXED amount of \$611.09, beginning September 1, 2003 and continuing until August 1, 2033; and
- (2) that the street address of the real property to be covered by the Superior Mortgage is 3121 Harwick Drive, Birmingham, AL 35242.

The provisions of this Subordination Agreement are solely for the benefit of Compass and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line Mortgage or the Superior Mortgage or to waive any of the rights of Compass or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Compass and Mortgagee.

IN WITNESS WHEREOF, Compass and Mortgagee have caused this Subordination Agreement to be executed as of the 9th day of July, 2003.

Compass Bank

Melanie L. Caldwell  
BY: Assistant Vice President  
ITS:

Compass Bank

Melanie L. Caldwell  
BY: Assistant Vice President  
ITS:

THE STATE OF ALABAMA)  
COUNTY OF JEFFERSON )

I, the undersigned authority, a Notary Public, in and for said County in said State, hereby certify that Melanie L. Caldwell, whose name as AVP 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 foregoing instrument, 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 official seal on this the 9th day of July, 2003.

Sharon B. Pair  
Notary Public  
My Commission Expires  
NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
COMMISSION EXPIRES: Mar 22, 2004  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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