

SUBORDINATION OF MORTGAGE

FROM

COMPASS BANK

,with its primary office at
401 WEST VALLEY AVENUE; BIRMINGHAM, AL 35209

(Hereinafter called "MORTGAGEE").

TO

WASHINGTON MUTUAL BANK, FA

,with its primary office at
8880 FREEDOM CROSSING TRAIL; JACKSONVILLE, FL 32256
(hereinafter called "LENDER").

WHEREAS, MORTGAGEE is the holder of a valid mortgage granted by **JOHN W. BOWEN AND BRENDA K. BOWEN** ("OWNER") covering certain real property owned by OWNER and located in the county of **SHELBY** and state of **ALABAMA** as more fully described on "Exhibit "A" attached hereto and incorporated herein (hereinafter the "PROPERTY") which mortgage is recorded in Recorder's office in the county of **SHELBY**, in Book **1999** Page **42838**, in the amount of **\$50,000.00** (hereinafter the "PRIOR MORTGAGE"); and

WHEREAS, OWNER has Granted LENDER a mortgage on the PROPERTY and LENDER will record a mortgage in the Office of the Recorder's office of **SHELBY** county on 9/22/03 (date) at Mortgage Book Volume *, Page ("LENDER'S MORTGAGE"); in the amount not to exceed **\$132,000.00** to Washington Mutual Bank, FA.

* Inst # 20030922000638050

WHEREAS the MORTGAGEE has agreed to subordinate the PRIOR MORTGAGE to LENDER'S MORTGAGE.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND and in consideration of \$1.00 (One Dollar) and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

ATM Co. v

1. Subordination of lien: The MORTGAGE hereby subordinates the PRIOR MORTGAGE and its lien position in and on the PROPERTY to the LENDER'S mortgage and the lien thereof, as if the LENDER'S mortgage had been recorded first in time to the PRIOR MORTGAGE and so that all public records will reflect LENDER'S Mortgage to be superior in lien to the PRIOR MORTGAGE.

2. Subordination of Debt: MORTGAGE hereby subordinates payment of the debt secured by the Prior Mortgage to payment of the debt secured by the LENDER'S Mortgage, This applies only as to principal and interest and not to extensions or advancements.

3. This Subordination shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns or MORTGAGE and LENDER.

COMPASS BANK

WITNESS

Keisha R. Foster

(SEAL)

Dena Far
Name and Title
AVP Specialty Group

State of Alabama

County of Jefferson

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}SS.
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On this 05 day of Sept, 2002, before me, a Notary Public, the undersigned officer, personally appeared who acknowledge himself/herself to be the AVP of Compass Bank, a Corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument by signing the name of the corporation by himself/herself as Georgette P. Alexander.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]

Notary Public
My Commission Expires: _____

Prepared By:
Washington Mutual Bank, FA
8880 Freedom Crossing Trail
Jacksonville, FL 32256

MY COMMISSION EXPIRES MAY 6, 2007

After Recorded Return To:
ATM Corporation of America
345 Rouser Road; Bldg #5
Coraopolis, PA 15108

EXHIBIT A

ALL THAT PARCEL OF LAND IN CITY OF BIRMINGHAM, SHELBY COUNTY, STATE OF ALABAMA, AS MORE FULLY DESCRIBED IN DEED BOOK 198, PAGE 431, ID# 09-3-06-0-002-032.000, BEING KNOWN AND DESIGNATED AS LOT 117, MEADOWBROOK ESTATES 2ND SECTOR 2ND PHASE, FILED IN PLAT BOOK 7, PAGE 130.

BY FEE SIMPLE DEED FROM JUDY M. MOORE AS SET FORTH IN BOOK 198, PAGE 431, DATED 08/04/1988 AND RECORDED 08/09/1988, SHELBY COUNTY RECORDS, STATE OF ALABAMA.