

SUBORDINATION AGREEMENT

the property covered by the New Mortgage, prior and superior to the lien or charge of the Mortgage in favor of Mortgagee.

2. Mortgagee acknowledges that it intentionally waives, relinquishes and subordinates the priority and superiority of the lien or charge of the Mortgage in favor of the lien or charge of the New Mortgage in favor of **HMC** and that it understands that in reliance upon and in consideration of this waiver, relinquishment, and subordination specific loans and advances are being and will be made, and as part and parcel thereof specific monetary and other obligations are being and will be entered into by **HMC** which would not be made or entered into but for such reliance upon this waiver, relinquishment and subordination.
3. This agreement contains the entire agreement between the parties hereto as to the loan secured by the Mortgage and the Loan secured by the New Mortgage, and the property thereof, and there are no agreements, written or oral, outside or separate from this agreement, and all prior negotiations are merged into this agreement.
4. This agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

MORTGAGEE

Compass Bank

By: _____

State of Alabama
County of Jefferson

I, the undersigned authority, a Notary Public in and for said county, in said state, hereby certify that JS Byrd, whose name as Vice President of **Compass Bank** 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 said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said **Compass Bank**

Give under my hand and official seal this the 26th day of **February**, **2004**.

My commission expires:

Brandon Jean Hebert
Notary Public

MY COMMISSION EXPIRES JUNE 1, 2005