

**SUBORDINATION AGREEMENT**

This Agreement made this date by and between Compass Bank (herein called First Party), and Trustmark National Bank (herein called Second Party).

Whereas, First Party is the owner and holder of that certain mortgage recorded in Inst #20040402000170400 and executed by Brad M. Hitson and Phillipa M. Hitson, in the Probate Office of Shelby County, Alabama, which mortgage encumbers the property described as follows:

Lot 268, according to the Map of Highland Lakes, 2<sup>nd</sup> Sector, an Eddleman Community as recorded in Map Book 20, page 150, in the Probate Office 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.

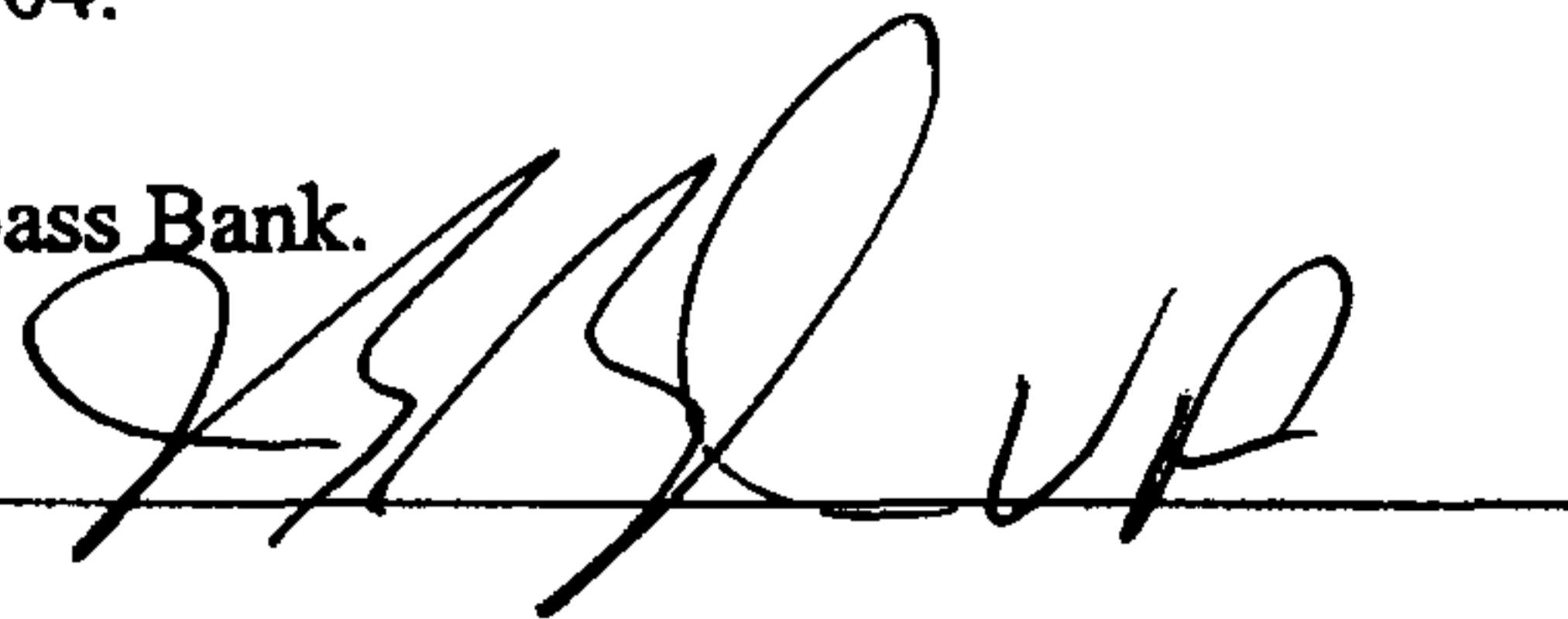
Now therefore in consideration of One Dollar and other good and valuable consideration, the Parties hereto agree as follows:

The First Party, Compass Bank, consents and agrees that the lien of its mortgage recorded in Inst.#2004040200170400 shall continue to be, subject and subordinate in lien to the lien of the mortgage in the amount of \$291,500.00 being made by the Second Party, Trustmark National Bank, which mortgage is recorded in Instr# 20040617000329420 in the said Probate Office.

Done this 10<sup>th</sup> day of June , 2004.

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 J.S. Byrd, whose name as Vice Pres, 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 said corporation.

Given under my hand and official seal, this the 10 day of June , 2004.

Brenda Joan Goeb  
Notary Public

