

Tax Parcel/ID No.: 040375 JP
Prepared by/record and return by mail to:
Merrill Lynch Credit Corporation
3000 Leadenhall Road
Mount Laurel, NJ 08054
Mail Stop: DC
Loan No: 7077626963

SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 8th day of August, 2004, by Compass Bank ("Subordinating Party"), whose address is 401 West Valley Avenue, Birmingham, Alabama 35209, and is being given to MERRILL LYNCH CREDIT CORPORATION, a Delaware corporation, its successors and assigns ("LENDER"), with its principal place of business at 4802 Deer Lake Drive East, Jacksonville, Florida 32246.

Recitals

1. Subordinating Party now owns or holds an interest as mortgagee of certain premises with a property address of: 8054 Castle Hill Road, Birmingham, Alabama 35242, which premises are more fully described on the attached Exhibit A and incorporated herein by reference ("Property"), pursuant to the provisions of that certain Mortgage in the amount of \$130,000.00, dated April 4, 2003, and recorded on April 14, 2003, in Official Records as Instrument No. 20030414000223480, of the public records of Shelby County, State of Alabama ("Subordinating Party's Security Instrument").

2. Aubrey D Scott and Jenni W Scott ("Owners") are the present owner(s) of the Property and has executed or is about to execute a Mortgage ("LENDER's Security Instrument") and Note in the sum of \$440,803.00, in favor of MERRILL LYNCH CREDIT CORPORATION, which Lender's Security Instrument to be recorded concurrently herewith in said County.

3. LENDER is willing to make such loan to Owner provided that LENDER obtains a superior lien on the Property and Subordinating Party unconditionally subordinates the lien of Subordinating Party's Security Instrument to the lien of LENDER's Security Instrument in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Owner, Subordinating Party hereby agrees with LENDER that LENDER's Security Instrument, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien of Subordinating Party's Security Instrument in the same manner as if LENDER's Security Instrument has been executed and recorded prior in time to the execution and recordation of Subordinating Party's Security Instrument.

Subordinating Party further agrees that:

1. Subordinating Party will not exercise any foreclosure rights with respect to the Property and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the Property, without prior written notice to LENDER. All such notices shall be sent to:



Merrill Lynch Credit Corporation
3000 Leadenhall Road
Mt. Laurel, New Jersey 08054

2. Any future advance of funds or additional debt that may be secured by Subordinating Party's Security Instrument shall be subject to the provisions of this Agreement. LENDER's Security Instrument, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for future advances of funds or additional debt secured by Subordinating Party's Security Instrument.


3. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.


IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

IN THE PRESENCE OF

Compass Bank

Subordinating Party


(SEAL)
Name: Richard Boackle

By:  (SEAL)
Name: M. D. Peacock
Its: Vice President

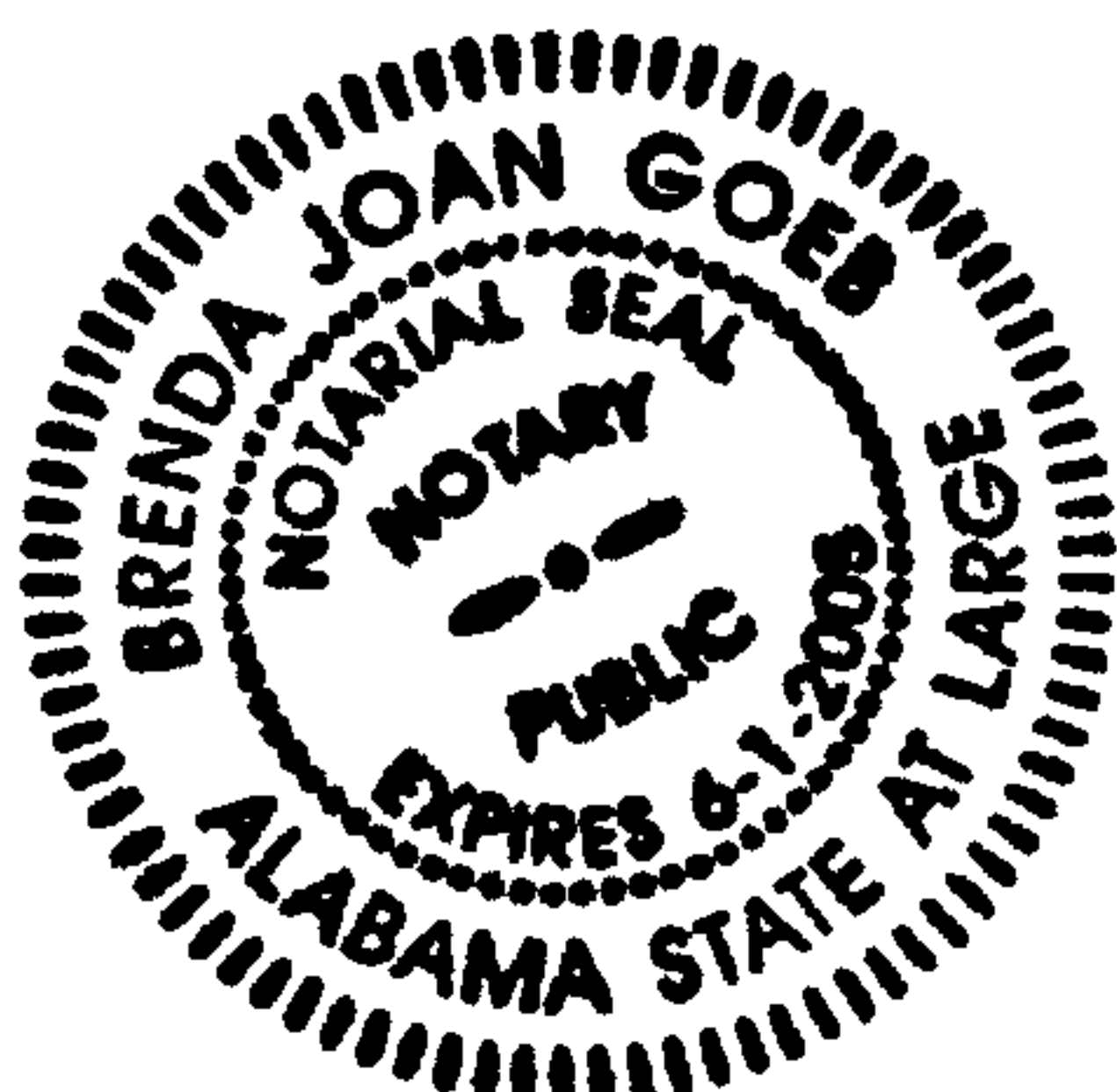
(SEAL)
Name:

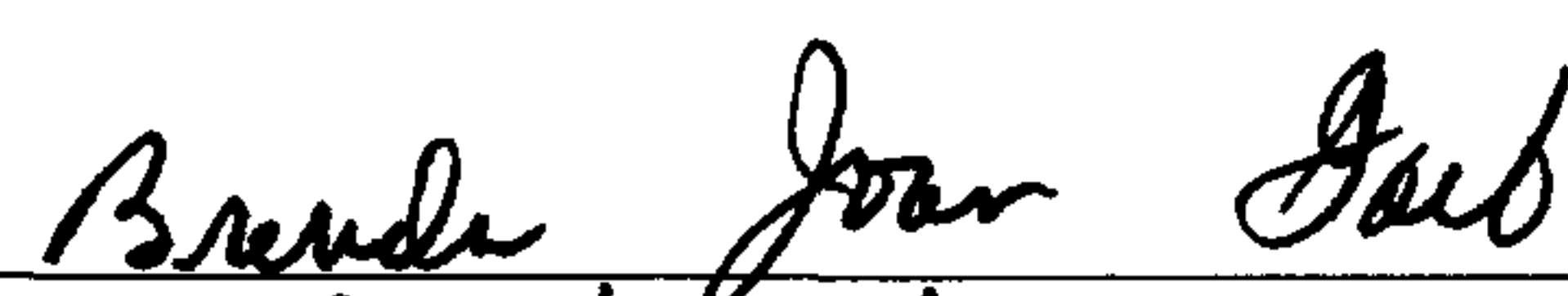
STATE OF Alabama

COUNTY OF Jefferson

On Aug. 11, 2004, before me personally appeared M. D. Peacock, to me known, who, being by me duly sworn, did depose and say that he/she is vice President Compass Bank, he/she is personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, that by his/her signature on the instrument the corporation upon behalf of which he/she acted executed the instrument, and that the instrument is the free act and deed of the corporation by direction of its Board of Directors.

WITNESS my hand and official seal.




Name: Brenda Joan Goeb
Notary Public, State of Alabama
My Commission Expires: 6-1-2005