

Subordination Agreement

Customer Name: Angela T. Kurosaka and Kyosuke Kurosaka

Customer Account: Compass Bank 4355760000127771

THIS AGREEMENT is made and entered into on this 19th day of November, 2004, by COMPASS BANK (herein after referred to as "COMPASS BANK") in favor of HOMETOWN MORTGAGE SERVICES, INC., its successors and assigns (hereinafter referred to as the "Lender").

RECITALS

Compass loaned to Angie Kurosaka, a.k.a. Angela T. Kurosaka, and spouse Kyosuke Kurosaka (the "Borrower", whether one or more) the sum of \$80,000.00. Such loan is evidenced by a note dated 4/18/2003, executed by Borrower in favor of Compass Bank, which note is secured by a mortgage, deed of trust, security deed to secure debt, or other security agreement recorded 5/7/2003, in Record Book 2003 at Page 28374, in Shelby County Alabama, (the "Compass Mortgage"). Borrower has requested that lender lend to it the sum of \$213,500.00, which loan will evidenced by a promissory note in such amount dated, and executed by Borrower in favor of Lender (the "Note"). The note will be secured by a mortgage of the same date as the Note (the "Mortgage"). Lender and Borrower have requested that Compass Bank execute this instrument.

AGREEMENT

In consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, Compass Bank agrees that the Mortgage shall be and remain at all times a lien or charge on the property covered by the Mortgage prior and superior to the lien or charge of Compass Bank in the extent the Mortgage secures the debt evidenced by the Note and any and all renewals and extensions thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such renewals and extensions, and to the extent of advances made under the Note or the Mortgage necessary to preserve the rights or interest of Lender thereunder, but not to the extent of and other future advances.

IN WITNESS WHEREOF, Compass Bank has caused this instrument to be executed by its duly authorized office on the day and date first set forth above.

COMPASS BANK

By

Its

State of Alabama
County of Jefferson

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State on the

19th day of November, 2004, within my jurisdiction,

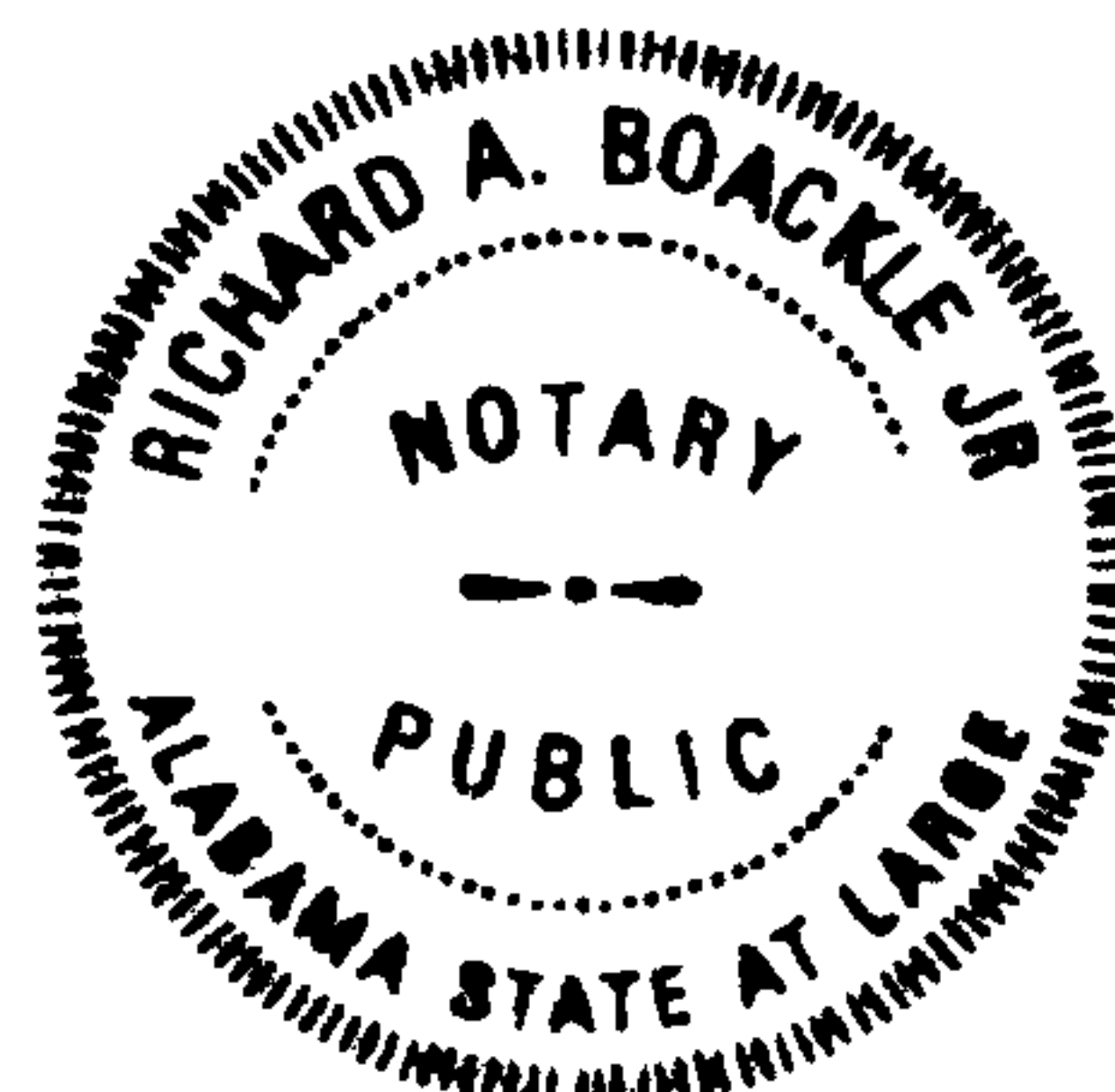
the within named Janet Andrews who acknowledged that he/she is

Vice President of COMPASS BANK, a banking corporation, and that for and on behalf of the said Compass Bank, and as its act and deed, he/she executed the above and foregoing instrument, after first having been duly authorized by Compass Bank so to do.

Notary Public

My Commission Expires: 2-24-08

This Instrument Prepared By:
Bryan Gregg
684 Bowen Road
Ashland, Alabama 36251



04-0580