

THIS INSTRUMENT WAS PREPARED BY:

NAME: Patty Hinson
ADDRESS: 401 West Valley Avenue
Homewood, AL 35209

STATE OF ALABAMA
COUNTY OF SHELBY

SUBORDINATION OF EQUITY LINE OF CREDIT MORTGAGE

COMPASS BANK ("Compass"), for good and valuable consideration, does hereby acknowledge and agree that the lien of that certain Equity Line of Credit Mortgage dated MAY 17, 2002 from **ARTIS G. TYREE and TWILA F. TYREE**, as mortgagor (the "Mortgagor," whether one or more), to Compass Bank, as mortgagee, recorded JUNE 21, 2002, in Instrument/Document #20020621000293110, of the Official Records of SHELBY County, ALABAMA., (the Equity Line of Credit Mortgage), shall be and hereby is subordinate in right of priority to the lien of that certain mortgage from that Mortgagor, to **COMPASS BANK**, as mortgagee (the "Mortgagee"), to be recorded in the office of Shelby County, Alabama (the "Superior Mortgage"); provided, however, that such subordination shall be effective only to the extent that the Superior Mortgage secures that certain loan from Mortgagee to Mortgagor in the principal amount of \$118,200.00 (the "Loan"), together with interest on the Loan and any amounts specifically secured by the Superior Mortgage which are expended by the Mortgagee to protect or enforce the Mortgagee's rights under the Superior Mortgage with respect to the loan ("the Superior Indebtedness"). The lien of the Equity Line of Credit Mortgage shall be superior in right of priority to the lien of the Superior Mortgage to the extent that the Superior Mortgage secures any indebtedness of the Mortgagor to the Mortgagee other than the Superior Indebtedness.

To induce Compass Bank to enter into this Subordination Agreement, Mortgagee hereby certifies to Compass Bank as follows:

- (1) that the proceeds of the Loan shall be used to satisfy in full all indebtedness secured by that certain mortgage dated NOVEMBER 7, 1996 and **RECORDED NOVEMBER 15, 1996**, from **ARTIS G. & TWILA F. TYREE** as mortgagor, to First Alabama Bank, as mortgagee, recorded in Book 1996, Page 37799, of the Official Records of Shelby County, Alabama..
- (2) that the Loan shall bear an interest rate of 5.500% per annum and shall be repayable in monthly installments at an amount of \$671.13 beginning APRIL 1, 2005, and continuing until MARCH 1, 2035, and
- (3) that the street address of the real property to be covered by the Superior Mortgage is 5538 TIMBER HILL ROAD, BIRMINGHAM, ALABAMA 35242.

The provision of this Subordination Agreement are solely for the benefit of Compass Bank and Mortgagee, and shall not be deemed to modify any of the agreements executed and delivered in connection with the Equity Line of Credit Mortgage or the Superior Mortgage or to waive any of the rights of Compass Bank or Mortgagee, as the case may be, thereunder, as against the Mortgagor, nor shall it constitute or give rise to any defense, right of offset or counterclaim by Mortgagor.

This Subordination Agreement may be amended or modified only by written instrument signed by Compass Bank and Mortgagee.

IN WITNESS WHEREOF, Compass has caused this Subordination Agreement to be executed as of February 17, 2005.

COMPASS BANK

BY: Deborah G. Taylor
ITS: Asst. Vice President

STATE OF ALABAMA)
COUNTY OF JEFFERSON)

I, Lisa R. Nicholson, the undersigned, a Notary Public, in and for said County in said State, hereby certify that Deborah Taylor whose name as AVP 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 voluntarily for and as the act of said agreement

Given under my hand and official seal on February 17, 2005.

Notary Public:

My Commission Expires:

Lisa R. Nicholson
3-25-07

[NOTARIAL SEAL]