AFTER RECORDING
PLEASE RETURN TO:

20051205000628900 1/2 $15.00
Shelby Cnty Judge of Probate,AL
12/05/2005 02:19:51PM FILED/CERT

SUBORDINATION AGREEMENT

Borrower: _Patsy A. Tyler_____

Property Address: _4008 Guilford Road Birmingham, Al_____

This Subordination Agreement dated _11/09/2005_____, is between COMPASS BANK, (Junior Lender), and _Southerneastern Mortgage of Alabama L.L.C_____, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of $_35,000.00____, and related Mortgage or Deed of Trust recorded on _09/08/2005_____(date), in _2005_____ 0908000464890_____(book, page, or instrument #) in the records of __Shelby_____ (County), _Alabama_____(State), encumbering the following described real property and all future improvements and fixtures located thereon (the "Property):

Borrowers are current owners of the Property, and wish to replace their current first position Mortgage or Deed of Trust loan on the Property with a new first position Mortgage or Deed of Trust loan secured by the Property from New Senior Lender in the new principal sum of $ _158,500.00_____,dated_____ recorded on 12-5-05, in 20051205000628890 (book, page, instrument #) in the records of Shelby (County, AL (State) .

This will be the New Senior Security Instrument.

1. Subordination of Junior Lender's Interest.
Junior Lender agrees that its security interest and all of Junior Lender's rights thereunder shall at all times be inferior and subordinate to the Senior Lender's new security instrument and Senior Lender's rights in the Property, including any extensions, renewals, or modifications up to a maximum amount of $_158,500.00_____, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument.

2. No Subordination to Additional Matters
Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

3. No Waiver of Notice
Upon the execution of the subordination of Junior Lender's security instrument to the new Senior Lender, the Junior Lender waives no rights it may have, if any, under the laws of the State in which the Property is located, or any Federal rights to which the Junior Lender may be entitled.

4. Assignment
This agreement shall be binding upon and inure to the benefit of the Junior Lender and Senior Lender, and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

5. Governing (Applicable) Law
This agreement shall be governed by the laws of the State in which the Property is located.

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6. Reliance
This Agreement can be relied upon by all persons having an interest in the Property or the New Security Instrument.
7. Notice Any notice or other communication to be provided under this agreement shall be in writing and sent to the parties at the address described in this Agreement, or such other address as the parties may designate in writing from time to time.

8. Entire Agreement (Integration)
This Agreement and any related documents represent the complete and integrated understanding between Junior Lender and New Senior Lender pertaining to the terms and conditions of this Agreement. Any waiver, modification, or novation of this agreement must be in writing, executed by New Senior Lender, (or its successors or assigns), or Junior Lender, (its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

9. Waiver of Jury Trial
Junior Lender and the New Senior Lender hereby waive any right to trial by Jury in any action arising out of, or based upon this Agreement.

10. Acceptance
New Senior Lender and Junior Lender acknowledge that they have read, understand, and agree to the terms and conditions of this Agreement. This Agreement must be recorded within 90 days of the date of the Agreement, or the Agreement will be null and void.

Junior Lender: Dina Williams

Title: AVP

New Senior Lender: _____

Title: _____

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Dina Williams, A.V.P, whose name(s) is/are 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, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17 day of Nov, 2005.

(Seal)

BRENDA JOAN GOEB
MY COMMISSION EXPIRES
NOTARY PUBLIC
6/17/09
ALABAMA STATE AT LARGE

Brenda Joan Goeb
Notary Public

State of _____

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name(s) is/are 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, they/he/she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this _____ day of _____, 20____.

(Seal)

_____
Notary Public