NCS 17-205124

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this 6th day of FEBRUARY 2006 , by and between COMPASS BANK (the" First Lender") and LOAN AMERICA, INC (the "Second Lender");

WHEREAS, The "First Lender" is the beneficiary under the Mortgage (the "First Mortgage") from AUGUST 16, 2002 TO TERRY JOE HOLDER AND PATRICE P. HOLDER (the "Debtor") to the "First Lender" in as more particularly described therein (See Exhibit "A" attached hereto and made a part hereof) known as 2008 OAK MEADOWS (the "Premises"). The "First Mortgage" being recorded in INSTRUMENT NUMBER 20020910000432760 among the land records of SHELBY COUNTY, ALABAMA and having been given to secure a debt of NINEY THREE THOUSAND HUNDRED AND 00/100 DOLLARS ($93,000.00).

WHEREAS, the TWO HUNDRED FORTY-ONE THOUSAND TWO HUNDRED AND 00/100 DOLLARS ($241,200.00) to Debtors, which loan is secured by a Deed of Trust on the premises of even date herewith from the Debtor to the "Second Lender" (the "Second Deed of Trust");

WHEREAS, the "Second Lender" was unwilling to make the aforesaid loan unto the Debtor unless the "First Lender" agreed to subordinate the "First Mortgage" to the "Second Deed of Trust", and the "First Lender" has so agreed.

NOW, THEREFORE, this Subordination Agreement witnesses, that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and covenant as follows:

1. The "First Lender", as beneficiary under the "First Mortgage" does hereby subordinate the "First Mortgage" to the "Second Deed of Trust", to the end that the lien of the "Second Deed of Trust" shall have priority over that of the "First Mortgage".

2. The "First Lender", as beneficiary under the "First Mortgage", hereby acknowledges and agrees that: (I) the "Second Deed of Trust" is and shall constitute the First prior and superior lien and Deed of Trust on and against the premises; and (ii) the "First Mortgage" is and shall be subject and inferior to the "Second Deed of Trust".

3. This Subordination Agreement shall be binding upon the "First Lender", its successors and assigns, and shall operate to the benefit of the "Second Lender", its successors and assigns and any purchaser at any foreclosure sale instituted pursuant to the "Second Deed of Trust".

Placer Title

20060424000189310 2/2 $14.00
Shelby Cnty Judge of Probate,AL
04/24/2006 09:17:40AM FILED/CERT

4. The "First Lender" hereby agrees to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this Subordination.

WITNESS the execution hereof as of the day and year first above written.

ATTEST:

Priscilla M McDance (SEAL)

PRISCILLA M. MCDANCE By: KYLEY W. ELMORE

STATE OF Alabama, COUNTY OF Jefferson, to wit:

I HEREBY CERTIFY, that on this 6th day of February, 2006 before me, the subscriber, a Notary Public of the State of Alabama and County of Jefferson, personally appeared Kiley W. Elmore, who acknowledged himself/herself to be the Representative of Compass Bank, and that he/she as such Representative, being authorized so to do, executed the aforegoing instrument for the purposes therein contained by signing the foregoing, in my presence, the name of said corporation by himself/herself as Representative.

AS WITNESS my hand and notarial seal.

Shelia M. Mashburn

NOTARY PUBLIC

Shelia M. Mashburn

My Commission expires: 10-17-06

return to: Tara Reel

National Closing Solution
Attn: Recording Dept
3925 Atherton Road
Rocklin CA 95765

DOCUMENT PREPARED BY:
ERIK LEWIS
HEAVYWEIGHT TITLE CO.
10811 RED RUN BLVD, STE 100
OWINGS MILLS, MD 21117
410-356-8430