

AFTER RECORDING PLEASE RETURN TO:

7. Notice

writing from time to time.

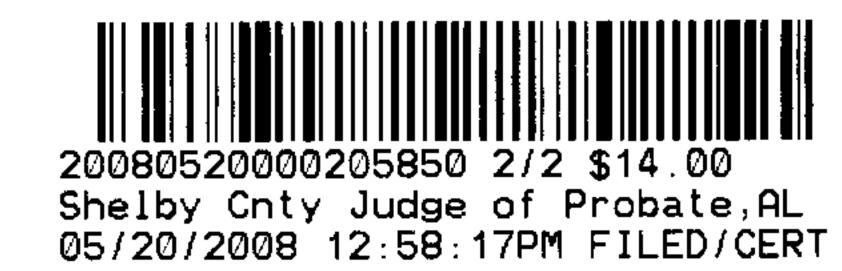
Jerrod Miller Compass Bank 401 West Valley Avenue Birmingham, AL 35209

SUBORDINATION AGREEMENT

RECITALS COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 45,000.00 dated 2-11-08, and recorded in book, page, as instrument 20080227000080460 on 2-27-08 (date), in Shelby (County), Alabama (State). Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan on the Property with a new first position mortgage loan secured by the Property from New Senior Lender in the new principal sum of \$105,500.00 Dated: 3-21-08. 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 \$ 105,500.00 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	
This Subordination Agreement dated 3-21-08	Borrower: Daryl R. Blankenship and Donna L. Blankenship
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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



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: COMPASS BANK
Title:of Compass Bank
New Senior Lender: New South Federal Savings Bank Title: VP
State of <u>Alabama</u>
County of <u>Jefferson</u>
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Tankes less, as Vice President of Compass Bank, 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
(Seal) Notary Public My commission expires: 12 14 20
State of Alabama
County of Jefferson
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Kim Sorensen, as <u>Vice fresident</u> (title) of <u>NSFSB</u> (institution) 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
(Seal) Notary Public
My Commission expires: My Commission Expires June 15, 2010