

Please Return to Flagstar Bank After Recording

SUBORDINATION AGREEMENT

Borrower: _William Gray and Barbara Gray		
Property Address4429 Crossings Ridge Birmingham, Al 35242		
This Subordination Agreement dated May 20, 2008, is between COMPASS BANK, (Junior Lender),		
andFlagstar Bank, (New Senior Lender).		
RECITALS		
COMPASS BANK, (Junior Lender), owns and holds a Mortgage/Deed of Trust in the amount of \$_30,000.00,		
dated _08/24/2007, and recorded in book, page, as instrument		
number_200770914000431050on09/14/2007(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 \$ _219,900.00 Dated: May 22, 2008 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 \$_219,900.00, 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

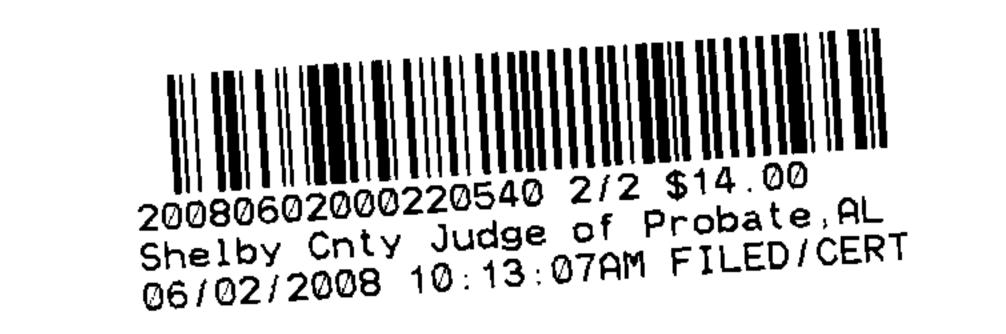
This agreement shall be governed by the laws of the State in which the Property is located.

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: Lina Williams	· · · · · · · · · · · · · · · · · · ·	
Title: of Compas	ss Bank	
New Senior Lender:		
Γitle:		
State of <u>Alabama</u>		
County of <u>Jefferson</u>		
I, the undersigned, a Notary Public in and for said Vice is/are signed to the foregoing instrument, and who is known that, being informed of the contents of the instrument, they have bears date. Given under my hand and official seal this	n to me, acknowledged before the same version of the same versions.	ore me on this day
(Seal)	Notary Public My commission expire	
State of		
County of		
	(title) of	(institution)
whose name(s) is/are signed to the foregoing instrument, and me on this day that, being informed of the contents of the involuntarily on the day the same bears date.		
Given under my hand and official seal this	day of	, 20
(Seal)		
	Notary Public	
	My commission expires:	