20090129000028860 1/2 \$14.00 Shelby Cnty Judge of Probate, AL 01/29/2009 12:52:06PM FILED/CERT

AFTER RECORDING
PLEASE RETURN TO:
Compass Bank, Mortgage Financial Services

401 West Valley Ave, Homewood, AL 35209 Attn: Post Closing

Mail Code: AL-BI-HW-PCL

SUBORDINATION AGREEMENT

Borrower:

David S Neel, Jr. and Emily Neel

Property Address:

8032 Mitchell Lane, Birmingham, AL 35216

This Subordination Agreement dated January 16, 2009, is between COMPASS BANK (Junior Lender)

and Compass Bank, (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$75,000 dated

August 16, 2007 and recorded as instrument number 20070905000416510 on September 5, 2007 in Shelby

County, Alabama.

Borrowers are current owners of the Property, and wish to replace their current first position mortgage loan

With a new first position mortgage loan secured by the Property from New Senior Lender in a new

Principal sum of \$202,600 dated: January 16, 2009. 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 \$75,000, 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

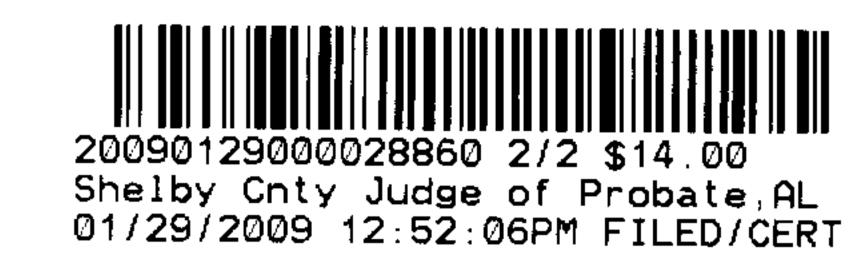
This agreement shall be governed by the laws of the State in which the Property is located.

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:	Dina William	5	
Title:	WP.	of Compass Bank	
New Senior Lende	r:		
Title:			
State of Alabama,			
County of Shelby,			
is/are signed to the that, being informed the same bears date	foregoing instrument, and what of the contents of the instru	Notary I My commission of My commission	ed before me on this day same voluntarily on the day ablic
State of			
County of			
	, as	nd for said County, in said State (title) of	(institution)
me on this day that,	•	trument, and who is known to meter that they he instrument, they he instrument.	•
•	er my hand and official seal t	his day of	, 20
	/C 1\		
	(Seal)	Notary I	Public
		My commission e	expires: