

SUBORDINATION AGREEMENT

Borrower: Franklin and Kay Golson

Property Address: 4021 Kinross Lane Birmingham, AL 35242

This Subordination Agreement dated _____, is between COMPASS BANK, (Junior Lender),

And JP Morgan Chase Bank N.A., (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$ 50,000.00,

Dated 04/03/2003, and recorded in book 2003, page 24941, as instrument

Number _____ on 04/23/2003 (date), in Shelby (County),

Birmingham (State).

The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 50,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to 110,000.00 The credit agreement with this modification and this modification do not change the maturity date of the original Deed of Trust. Modification dated 09/12/2007 was recorded in book 2005 Page 27745 Jefferson County in the State of Alabama.

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 \$ 251,000 Dated: 3-16-2009. 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 \$ 251,000, plus interest. Junior Lender consents without possibility of revocation, and accepts all provisions, terms and conditions of the New Senior Lender's Security Instrument. 20090323000106600

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



20090323000106610 2/4 \$20.00
Shelby Cnty Judge of Probate, AL
03/23/2009 12:36:45PM FILED/CERT

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: John Barben
Title: Underwriter of Compass Bank

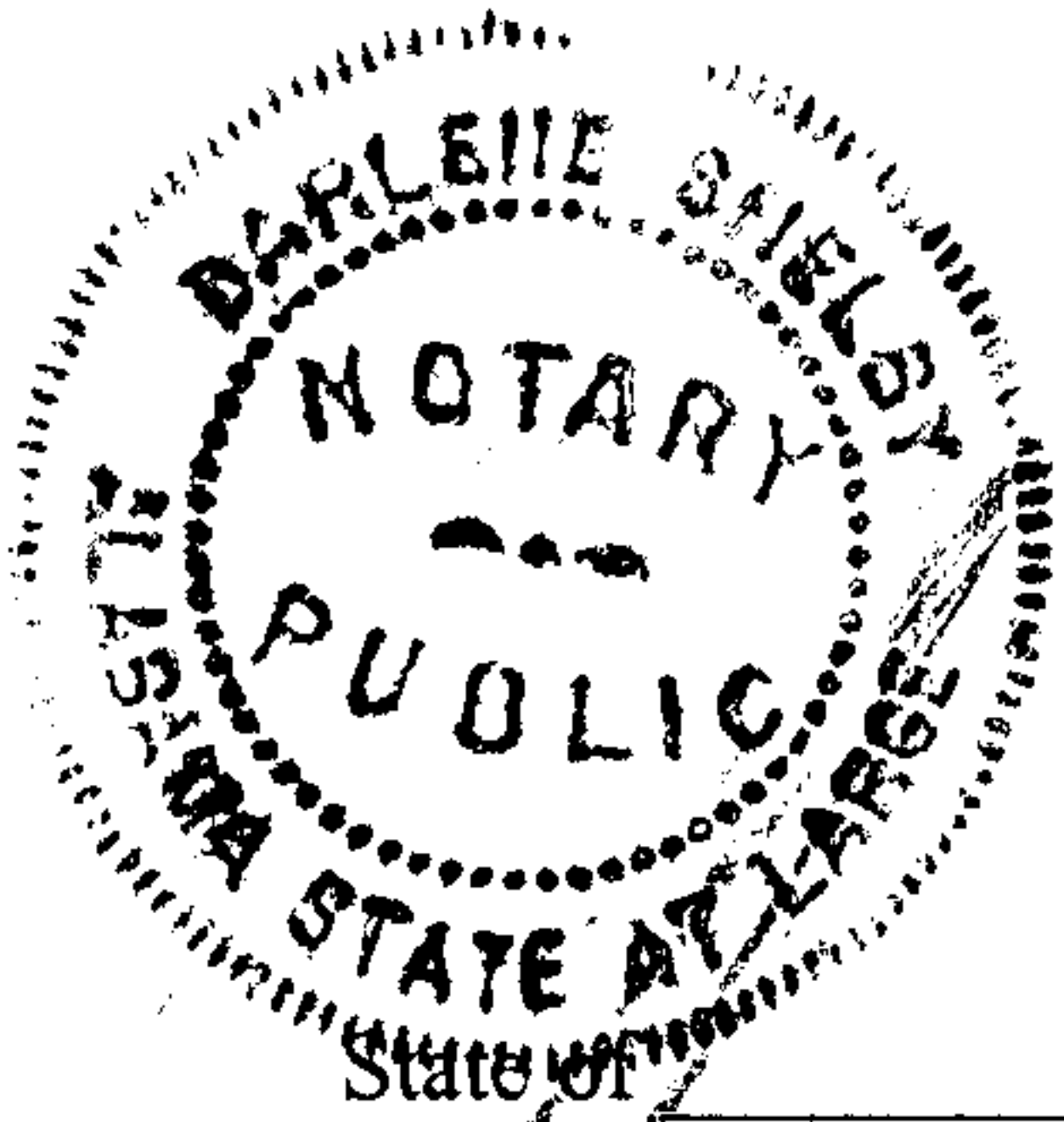
New Senior Lender: _____
Title: _____

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Barben, as a 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 5th day of March, 2009.



(Seal)

Darlene Shelley
Notary Public
My commission expires: 12/14/2010

County of _____

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, as _____ (title) of _____ (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 _____, 20____.

(Seal)

Notary Public
My commission expires: _____

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.

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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: John Bob
Title: Underwrite of Compass Bank

New Senior Lender: Veresa Stahlman
Title: AVP of JP Morgan Chase Bank N.A.

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that John Barben, as a 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 5th day of March, 2009.

(Seal)

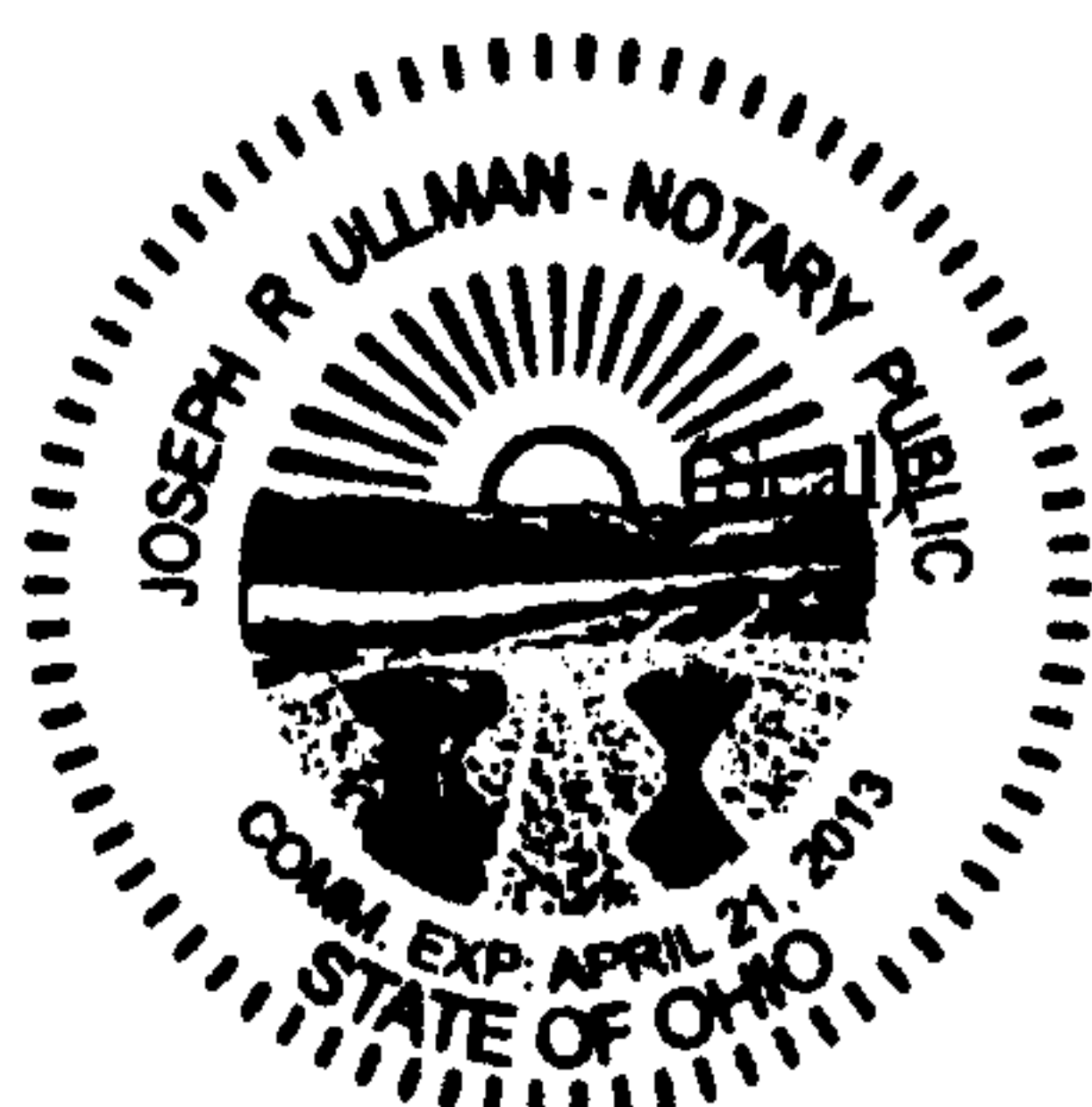
Darlene Shelley
Notary Public
My commission expires: 12/14/2010

State of Ohio

County of Franklin

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Theresa C. Wankersmith, as AVP (title) of JP Morgan Chase Bank N.A. 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 9th day of MARCH, 2009.



Joseph R. Ullman
Notary Public
My commission expires: 4-21-2013



20090323000106610 4/4 \$20.00
Shelby Cnty Judge of Probate, AL
03/23/2009 12:36:45PM FILED/CERT

Form No. 3301 (6/00)
Short Form Commitment, EAGLE
SUPER EAGLE

ORDER NO: 5860462
FILE NO: 39767901
LENDER REF: 79641311

Exhibit "A"

The land referred to in this policy is situated in the **STATE OF ALABAMA, COUNTY OF SHELBY, CITY OF BIRMINGHAM**, and described as follows:

LOT 305, ACCORDING TO THE SURVEY OF BROOK HIGHLAND, AN EDDLEMAN COMMUNITY, 7TH SECTOR, AS RECORDED IN MAP BOOK 13, PAGE 99, A 7 B, IN THE PROBATE OFFICE OF SHELBY COUNTY OF ALABAMA.

Being all of that certain property conveyed to FRANKLIN E. GOLSON AND KAY K. GOLSON from CLEMENT J. MARKARIAN AND SHARON L. MARKARIAN, by deed dated 03/05/93 and recorded 04/19/93 in Deed Book 1993, Page 10703 of official records.

APN # 039290002059000