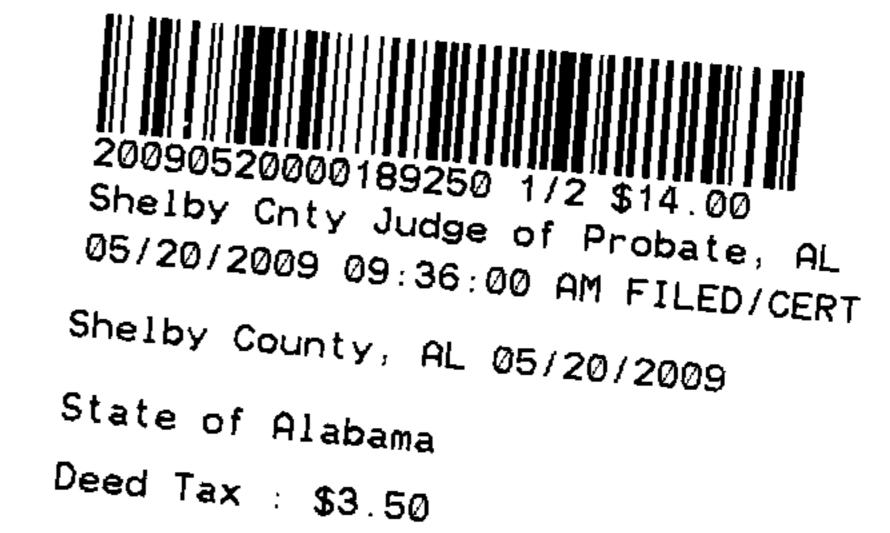
AFTER RECORDING PLEASE RETURN TO:



SUBORDINATION AGREEMENT

Borrower: Derek K Cantrell and Michele R Postma
Property Address:544 Mill Springs Circle Hoover, AL 35244
This Subordination Agreement dated May 6, 2009, is between COMPASS BANK, (Junior Lender),
And_BBVA Compass Bank, (New Senior Lender).
RECITALS
COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$65,384.00,
Dated_08/27/2004, and recorded in book, page,as instrument
Number_2004506420on09/10/2004(date), inShelby(County),
Alabama (State).
change the maturity date of the original Deed of Trust. Modification dated 07/15/2005 was recorded in instrument number 20050819-427920 on 08/19/2005 Shelby County in the State of Alabama. The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 100,000.00 principal amount of the line of credit secured by the original Deed of Trust is changed to 178,000.00 The credit agreement with this modification and this modification do not change the maturity date of the original Deed of Trust. Modification dated 09/09/2006 was recorded in instrument number 2006-519320 on 10/20/2006 Shelby County in the State of Alabama.
The original mortgage or Deed of Trust referenced above secures a home equity revolving line of credit. The 178,000.00 principal amount of the line of credit secured by the original Deed of Trust is Lowered to 134,750.00 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 \$ _269,000.00 Dated: May 8, 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 \$_269,000.00, 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

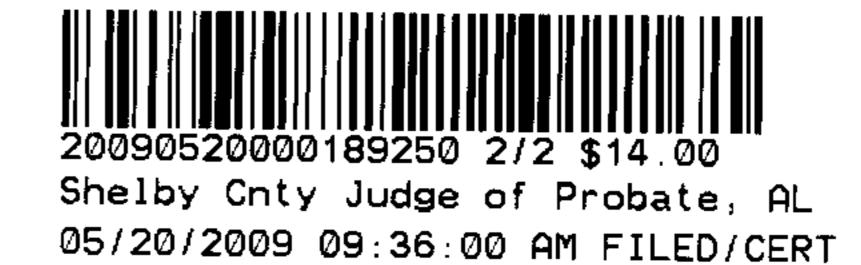
Junior Lender is subordinating its lien/security interest to the Senior Lender's security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien-security interest.

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:	
Title: K. VICE THESITEM of Compass Bank	
New Senior Lender:	
Title:	
State of _Alabama	
County of <u>Jefferson</u>	
I, the undersigned, a Notary Public in and for said County, in said States. Vice President of Compis/are signed to the foregoing instrument, and who is known to me, acknowled that, being informed of the contents of the instrument, they/he/she executed the the same bears date.	ged before me on this day e same voluntarily on the day
Given under my hand and official seal this day of least the day of least this day of	Public Public Public Public Policin expires: 10119109