#### SUBORDINATION AGREEMENT

Borrower:DAL P SMITH AND BONITA A S	SMITH			
Property Address: <u>2017 EAGLE POINT CT BI</u>	RMINGHAM, AL 352	242	· ·	
This Subordination Agreement dated	, is between Co	is between COMPASS BANK, (Junior Lender),		
AndCompass Bank	, (New Ser	, (New Senior Lender).		
REC	ITALS			
COMPASS BANK, (Junior Lender), owns and ho \$50,000.00,	lds a promissory note	in the amount of		
Dated 02/22/2008, and recorded in boo	ok . pa	age	as instrument	
<del></del>	12/2008	(date), in	Shelby	
AL	(State).			
Borrowers are current owners of the Property, and	wish to replace their	current first positic	n mortgage loan	
on the Property with a new first position mortgage the new principal sum of \$232,500.00 This will be the New Senior Security Instrument.	loan secured by the P Dated:	roperty from New12/30/2009_		
1. Subordination of Junior Lender's Interest.  Junior Lender agrees that its security interest and a be inferior and subordinate to the Senior Lender's the Property, including any extensions, renewals, \$50,000.00, plus interest. Jun accepts all provisions, terms and conditions of the	new security instrume or modifications up to ior Lender consents w	ent and Senior Len a maximum amou ithout possibility o	der's rights in nt of of revocation, and	
2. No Subordination to Additional Matters Junior Lender is subordinating its lien/security intended not to other or future liens or security interests in to future requests for subordination of its lien-security.	the Property. Junior L	_		
3. No Waiver of Notice Upon the execution of the subordination of Junior the Junior Lender waives no rights it may have, if located, or any Federal rights to which the Junior	any, under the laws of	f the State in which		
4. Assignment This agreement shall be binding upon and inure to	the benefit of the Jun	ior Lender and Se	nior Lender, and	

their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.

# 5. Governing (Applicable) Law

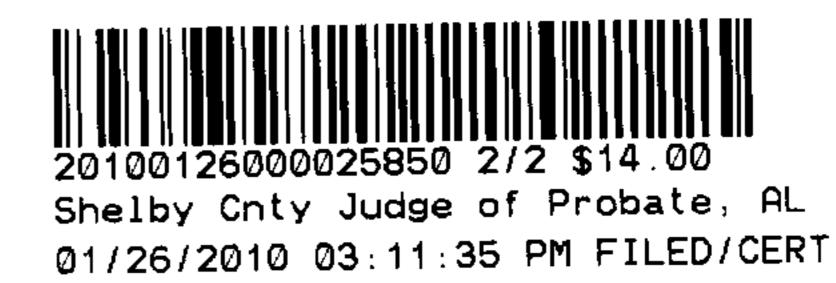
This agreement shall be governed by the laws of the State in which the Property is located.

# 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:

Title:

Title:

Title:

Alabama

State of Alabama

County of <u>Jefferson</u>

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that

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 4<sup>th</sup> day of <u>Jan vary</u>, 20<u>10</u>.

(Seal)

Monca Lindhoud

Notary Public

My commission expires: 10/24/12

State of <u>Alabama</u>

County of <u>Jeffersin</u>

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that DUVICE ACC , as OS WOV (title) of COMPASS BL (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 \_\_

(Seal)

Notary Public

My commission expires: 12/30/