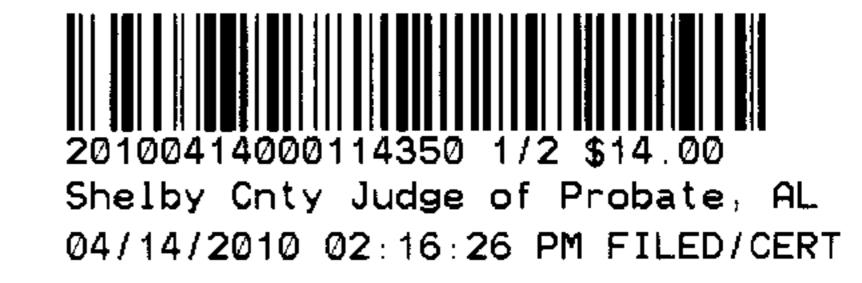
AFTER RECORDING PLEASE RETURN TO:

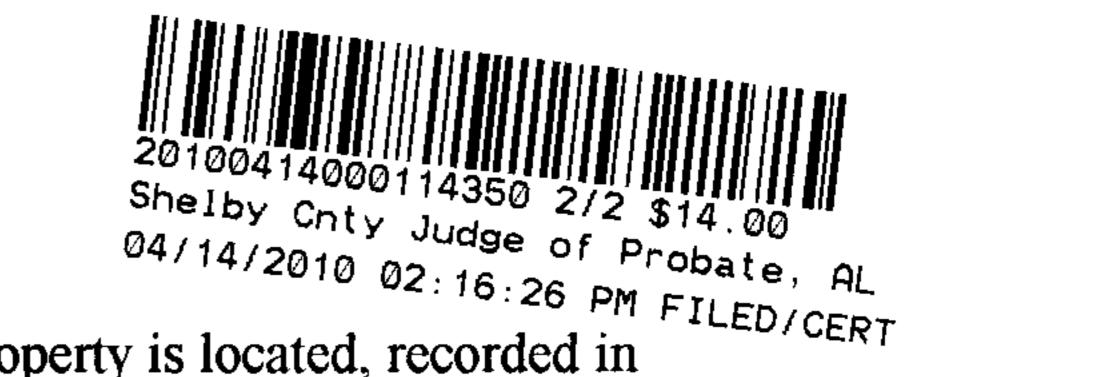


SUBORDINATION AGREEMENT

Borrower:	_Susan Tetrault Tate &	Charles Robert Tate	· · · · · · · · · · · · · · · · · · ·	
Property Address: _2097 Brook	k Highland Ridge Birmin	gham, Alabama 35242		
This Subordination Agreement Lender),	dated 4-6-2010	_, is between <u>BBVA COM</u>	PASS BANK, (Junior	
AndBBVA COLLender).	MPASS BANK		_, (New Senior	
RECITALS				
BBVA COMPASS BANK, (July \$_\$50,000.00, Dated_6-/		holds a promissory note in the	he amount of , page, (date), in	
	Alchina	(State).		
Borrowers are current owners on the Property with a new first the new principal sum of \$New Senior Security Instruments	st position mortgage loan \$185,000.00	secured by the Property from	m New Senior Lender in	
1. Subordination of Junior L. Junior Lender agrees that its see be inferior and subordinate to the Property, including any ext \$\$185,000.00, plu accepts all provisions, terms as	curity interest and all of the Senior Lender's new tensions, renewals, or most is interest. Junior Lender	security instrument and Sen diffications up to a maximum consents without possibility	ior Lender's rights in namount of your and	
2. No Subordination to Additution Lender is subordinating not to other or future liens or sto future requests for subordinating	tits lien/security interest security interest security interests in the Pr	operty. Junior Lender has r	rity Instrument only, and no obligation to consent	
3. No Waiver of Notice Upon the execution of the sub the Junior Lender waives no ri located, or any Federal rights	ights it may have, if any,	under the laws of the State i	the new Senior Lender, in which the Property is	
4. Assignment This agreement shall be binding their respective successors, as and devisees.	ng upon and inure to the l signs, trustees, receivers,	penefit of the Junior Lender administrators, personal rep	and Senior Lender, and oresentatives, legatees,	
5. Governing (Applicable) L This agreement shall be gover	aw ned by the laws of the St	ate in which the Property is	located.	
6. Reliance This Agreement can be relied Instrument.	upon by all persons havis	ng an interest in the Propert	y or the New Security	
7. Notice Any notice or other communication parties at the address describe writing from time to time.	cation to be provided und d in this Agreement, or s	ler this agreement shall be in uch other address as the par	n writing and sent to the ties may designate in	

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.

Agreement, or the Agreement will be mult and void.	
Junior Lender: Ander of BBVA Compass Bank	
New Senior Lender: Xoh J My Title: Chuahan Manager	
State of _Alabama	
County of <u>Jefferson</u>	
I, the undersigned, a Notary Public in and for said County, in said Sold to the foregoing instrument, and who is known to me, acknowledged being informed of the contents of the instrument, they/he/she executed the same bears date. Given under my hand and official seal this 3046 day of 1000 day of 1000 day of 1000 day.	before me on this day that, ame voluntarily on the day the
Civeli dilata dilata dilata dilata bedia dilata <u>aggiri</u>	
(Seal) Notary Public Notary Public	
My commission expires: 2/11/2014	
State of <u>Clabama</u>	
County of HUX SVY)	
I, the undersigned, a Notary Public in and for said County, in said whose name(s) is are signed to the foregoing instrument, and who is known me on this day that, being informed of the contents of the instrument, they/have under my hand and official seal this	ne/she executed the same
(Seal) Not	ary Public sion expires: 12/30/12
My commiss	aon expires: ドラント・ノンドヘノ ノ