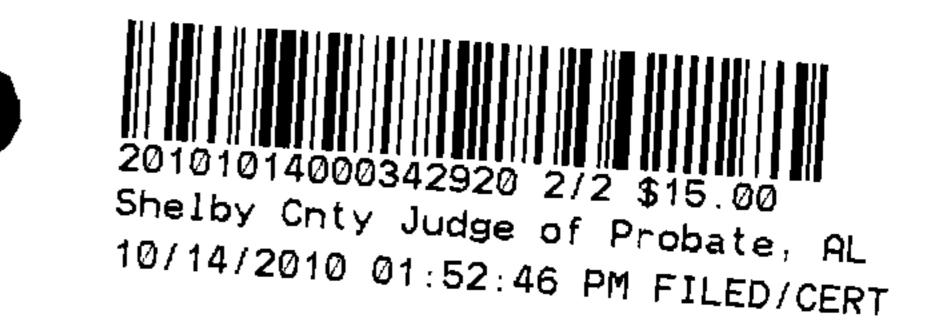


SUBORDINATION AGREEMENT

| Borrower: MICHAEL F. SEALS AND JULIE SEALS | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Property Address: 3140 HARWICK DRIVE, BIRMINGHAM, ALABAMA 35242 | | | |
| This Subordination Agreement dated 10.7.200, is between COMPASS BANK, (Junior Lender), | | | |
| And, REGIONS (New Senior Lender). | | | |
| RECITALS | | | |
| | | | |
| COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$100,000.00 | | | |
| Dated 8/22/2006, and recorded in book, page | | | |
| Instrument Number 20060919000463250 on 9/19/2006 (date), | | | |
| in SHELBY (County), | | | |
| ALABAMA (State). | | | |
| 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 60,000.00 The credit agreement with this modification and this modification does not change the maturity date of the original Deed of Trust 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 is | | | |
| the new principal sum of \$358,500.00 Dated: 10-7-2010. 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 \$358,500.00, 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 Agree Agreement, or the Agreeme | _ | at must be recorded within 90 days of the date of the date. |
|-------------------------------------------------------------------------------------|-----------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | | |
| Junior Lender: | M/ Manse | |
| Title: | 7 of | Compass Bank |
| New Senior Lender: | 11/11/1/1/1/1/L | |
| Title: | 1/2001 | |
| The State of <u>Alabama</u> | | |
| Jefferson County | | |
| signed to the foregoing Subday, that being informed of authority, executed the same | whose name as vrdunction and when the contents of said Su | in and for said County, in said State, hereby certify of Congas Rank, a corporation is who is known to me, acknowledged before me on this the act of said corporation, acting in its capacity as his the 24th day of August, |
| | (Seal) | Motary Public My commission expires: 21112114 |
| State of ALA | | |
| County of <u>Jeffen</u> | Sar | |
| THC/L OSW L (whose name(s) is/are signed me on this day that, being in | as Lomo | for said County, in said State, hereby certify that FFICE (title) of Regions MTS (institution) ment, and who is known to me, acknowledged before s of the instrument, they/he/she executed the same s The day of OCT, 20/0. |
| | | |
| | (Seal) | Notary Public |

My commission expires: 4/b/20/4