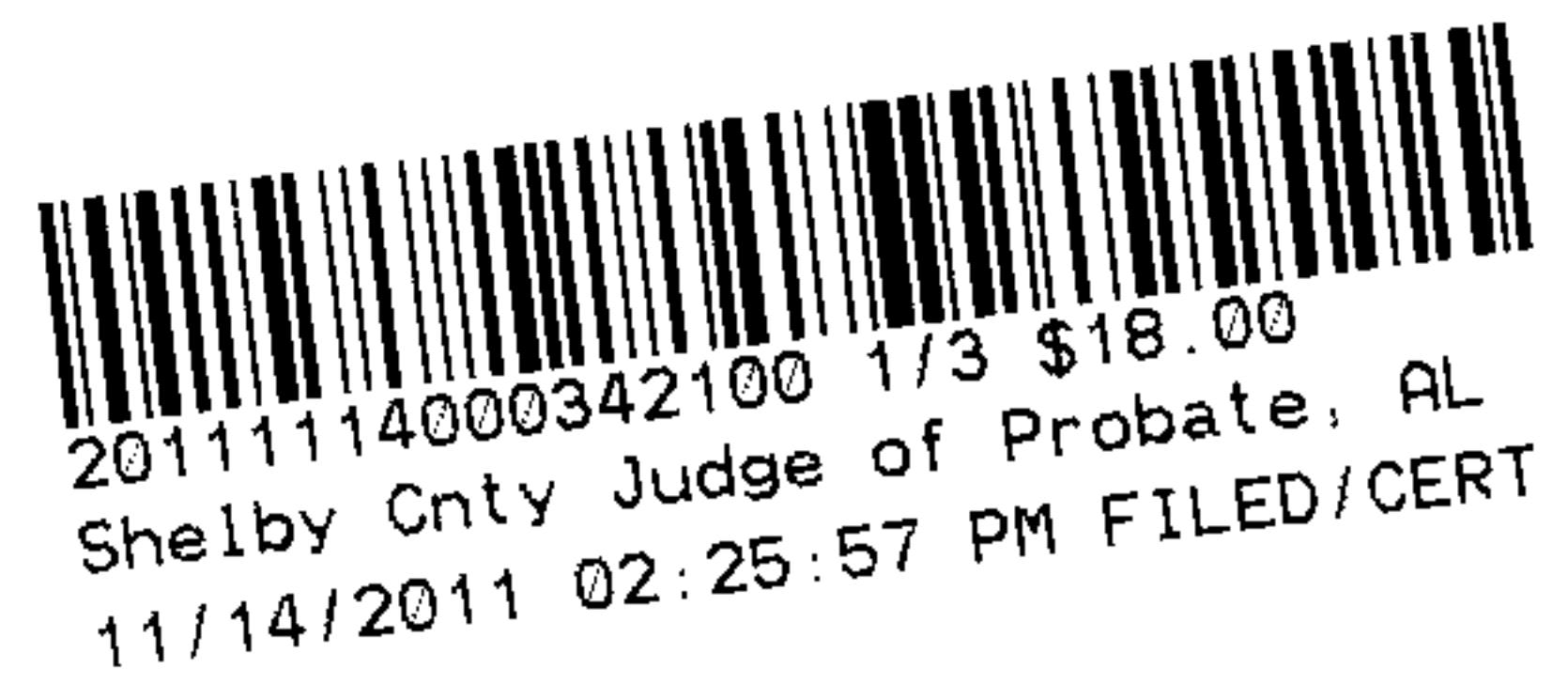




SUBORDINATION AGREEMENT

Borrower: RICHARD AND LISA MITCHELL

Property Address: 144 THORN BERRY DR, BIRMINGHAM, AL 35242

This Subordination Agreement dated 9/26/11, is between COMPASS BANK, (Junior Lender),

And, HUNTINGTON MORTGAGE (New Senior Lender).

RECITALS

COMPASS BANK, (Junior Lender), owns and holds a promissory note in the amount of \$58,200.00 AFTER MODIFICATION FROM \$25,000.000

Dated 08/23/2004, and recorded in book _____, page _____

Instrument Number 2004072975 on 09/24/2004 (date), in SHELBY (County),

ALABAMA (State).

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 \$204,500.00 Dated: 10/28/11. 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 \$204,500.00, 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 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: AVP of Compass Bank

New Senior Lender: _____

Title: _____

THIS INSTRUMENT WAS
PREPARED BY: CHRISTIE JOHNSON
COMPASS BANK
401 W. VALLEY AVE.
BIRMINGHAM, AL 35209

State of Alabama

County of Jefferson

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Christie Johnson, as Assistant 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 26th day of September, 2011.

(Seal)

Nkechi Logan
Notary Public
My commission expires: _____

State of _____

County of _____

Nkechi Logan
MY COMMISSION EXPIRES
APRIL 29, 2015

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

commission expires: _____

20111114000342100 2/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/14/2011 02:25:57 PM FILED/CERT

EXHIBIT A – Legal Description

All that certain parcel of land situate in the City of Birmingham, County of Shelby and State of Alabama bounded and described as follows:

Lot 9, according to the Survey of ThornBerry Subdivision, as recorded in Map Book 25, page 129, in the Office of the Judge of Probate of Shelby County, Alabama.

Tax ID#: 101110009009000

Being the same property as transferred by deed dated 07/30/2007, recorded 08/02/2004, from Norma S. Baker, an unmarried woman, to Richard E Mitchell and Lisa M Mitchell, a married couple, for and during their joint lives as joint tenants, recorded as Instrument #200408020004-27090.

Return to:
TranStar National Title
2201 W. Plano Parkway
Ste. 152
Plano, TX 75075
331825



20111114000342100 3/3 \$18.00
Shelby Cnty Judge of Probate, AL
11/14/2011 02:25:57 PM FILED/CERT

331825

Richard E Mitchell and Lisa M
Mitchell

144 Thorn Berry Dr
Birmingham, AL 35242