  
20101207000408580 1/4 \$23.00  
Shelby Cnty Judge of Probate, AL  
12/07/2010 11:37:38 AM FILED/CERT

Mail after recording to:  
BB&T  
P.O. Box 1290  
Whiteville, NC 28472

## SUBORDINATION AGREEMENT

That Branch Banking & Trust Company ("BB&T") being the present owner and holder of that certain promissory note dated March 7, 2003 in the original principal amount of \$250,000.00 (BB&T's Note), executed by Mark A Wesson (Borrower), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with Superior Bank (Lender) that all liens, mortgages, encumbrances, security interests, and assignments of every kind and character created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit A hereto (BB&T's Security Instrument), affecting the real property and improvements described therein (the Mortgaged Property), are hereby expressly SUBORDINATED AND MADE SECONDARY AND INFERIOR, to the liens, mortgages, encumbrances, security interests, and assignments created under, renewed and extended under or existing by virtue of the lien instrument described in Exhibit B hereto (Lender's Security Instrument), affecting the Mortgaged Property, and securing the following indebtedness (Lender's Note):

note dated 11/19/2010 in the amount of \$417,000

This Agreement shall extend to any renewal or extension of all or any part of Lender's Note, and notice of any such renewal or extension and the consent thereto of BB&T or any other owner or holder of BB&T's Note shall not be necessary.

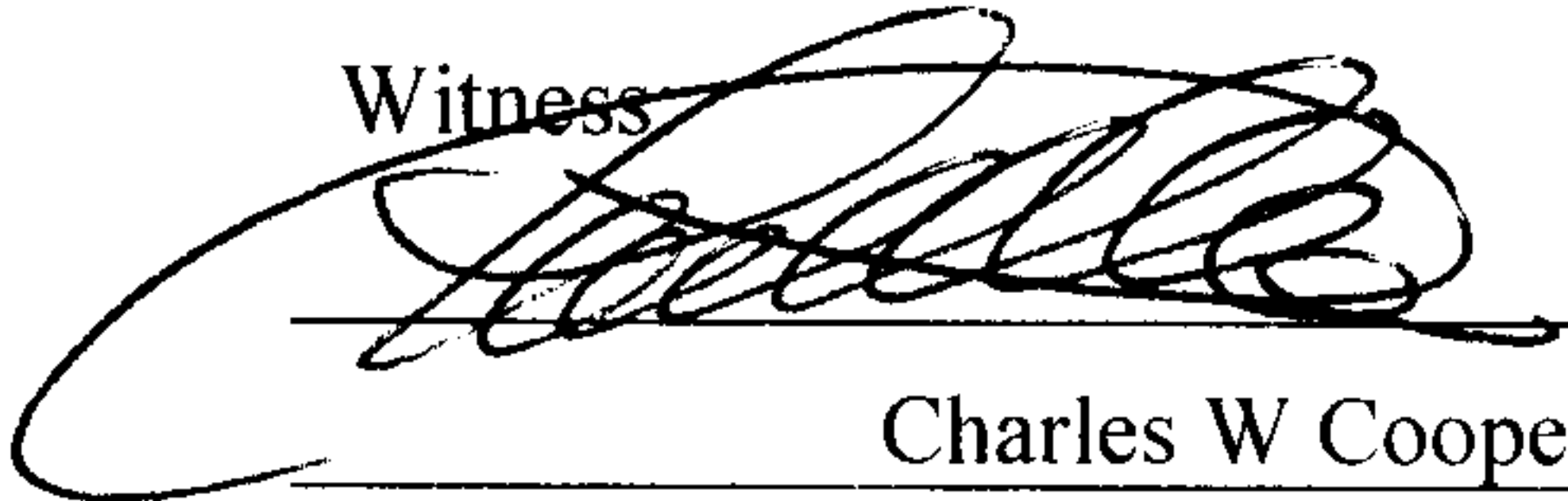
This Agreement and the covenants and agreements contained herein shall not be impaired, reduced or affected by the taking of any other security for Lender's Note or the release, surrender or loss of any other security or collateral for the payment of Lender's Note or the failure, neglect or refusal of Lender to enforce any other security or collateral for the payment of Lender's Note.

This Agreement shall be binding upon BB&T and its successors and assigns, including each and every subsequent owner and holder of BB&T's Note, and the terms hereof shall inure to the benefit of Lender, its successors and assigns, including, without limitation, each and every subsequent owner and holder of Lender's Note, or any renewal or extension thereof.

Except for the subordination described by this Agreement, BB&T's Security Instrument shall be and remain unchanged and in full force and effect.

EXECUTED THIS 16th day of November, 2010

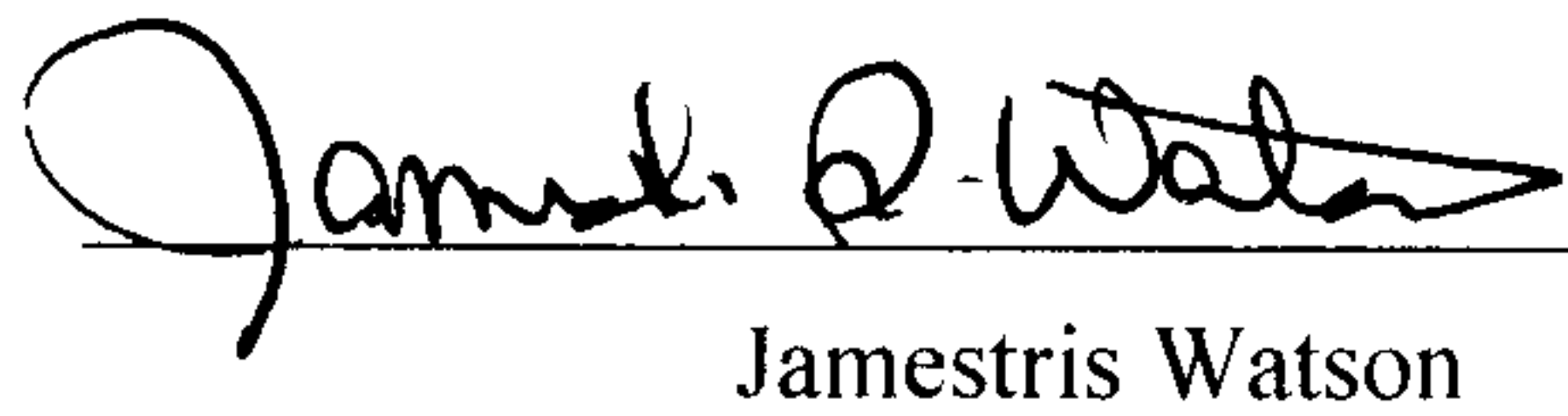
Witness

  
Charles W Cooper

Print Name

  
BB&T

BB&T

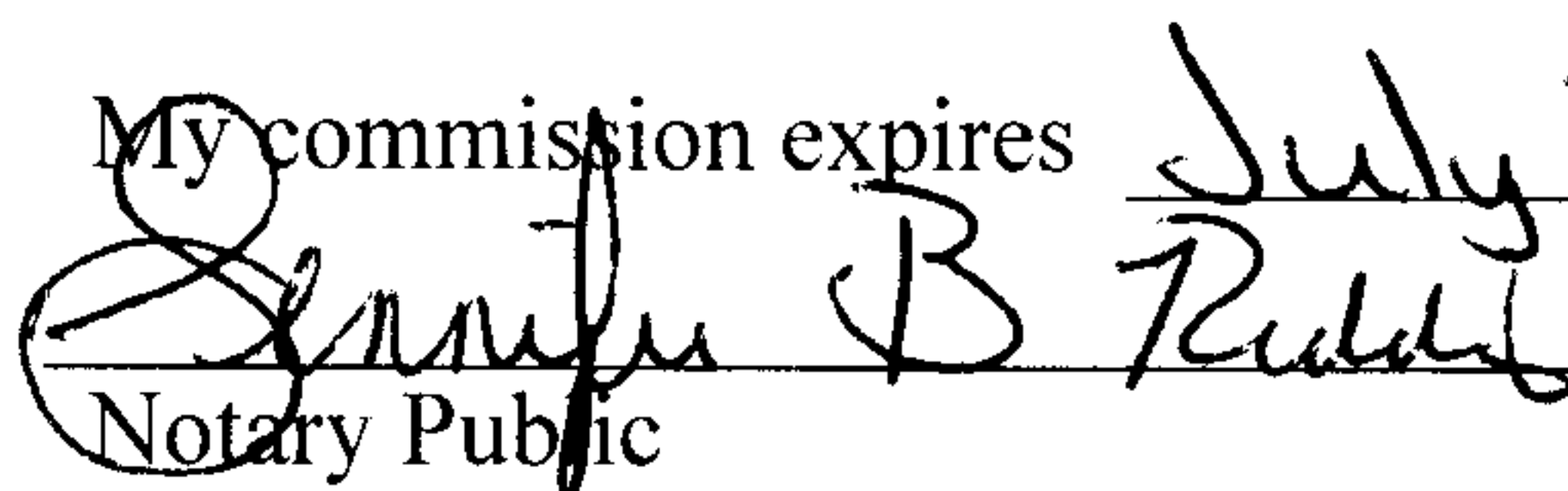
  
Jamestris Watson

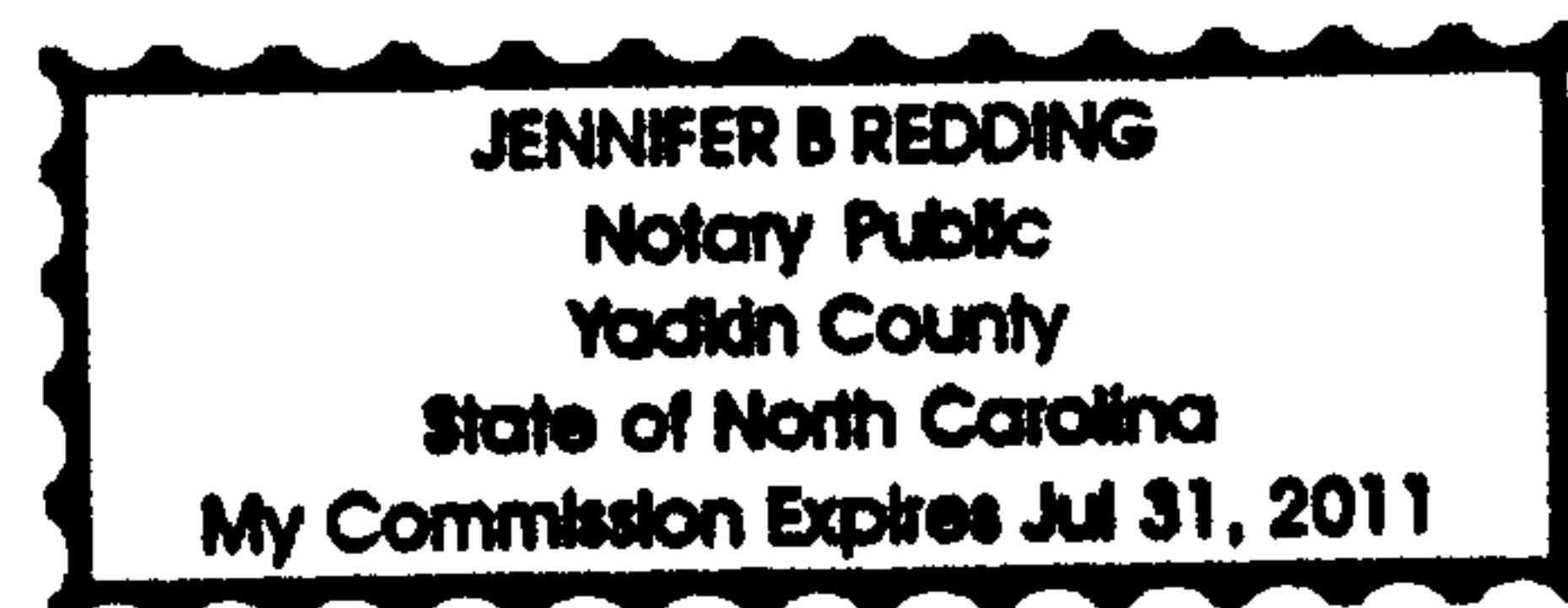
Print Name

By: Cynthia Adams  
Vice President  
Title

STATE OF NORTH CAROLINA  
COUNTY OF FORSYTH

The foregoing instrument was acknowledged before me this 16th day of November, 2010, by Cynthia Adams, as Vice President of Branch Banking and Trust Company, a North Carolina banking corporation, on behalf of said corporation.

My commission expires July 31, 2011  
  
Notary Public



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## **Exhibit A**

### **Description of BB&T's Security Instrument:**

MORTGAGE DATED 03/07/2003 AND RECORDED IN CLERK'S OFFICE OF THE CIRCUIT COURT OF SHELBY COUNTY IN BOOK N/A, PAGE N/A, AS INSTRUMENT # 20030416000230690



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## Exhibit B

### Description of Lender's Security Instrument:

MORTGAGE, DATED November 19, 2010 AND RECORDED IN THE CLERK'S OFFICE OF THE  
CIRCUIT COURT OF Shelby COUNTY IN BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, AS  
INSTRUMENT # 20101207000408570



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