



20101215000421960 1/4 \$21.00
Shelby Cnty Judge of Probate, AL
12/15/2010 02:21:27 PM FILED/CERT

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

SUBORDINATION AGREEMENT

That Branch Banking & Trust ("BB&T") being the present owner and holder of that certain promissory note dated May 23, 2008 in the original principal amount of \$44,762.32 (BB&T's Note), executed by John P Harris (Borrower), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with Branch Banking & Trust (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):

Property located at:
278 Highland Park Dr
Birmingham, AL 35242

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.



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Exhibit A

Description of BB&T's Security Instrument:

Second Mortgage/ Home Equity Line of Credit on property located at:
278 Highland Park Dr
Birmingham, AL 35242

Mortgage dated 5/23/2008 from John P. Harris and Amy P. Harris to Branch Banking and Trust Company in the original principal amount of \$44,762.32 filed for record 6/6/2008 recorded in Book LR200862, page 22078 in the Probate Office of Jefferson County, Alabama and re-recorded in Shelby Instrument 20080620000252380 in the Probate Office of Shelby County, Alabama and hereby subordinated, also a Scriveners to correct the legal description contained in said Mortgage. Said Scriveners Affidavit being recorded on _____ in Book 20101215000421940, page _____.

Exhibit B

20101215000421960 3/4 \$21.00
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Description of Lender's Security Instrument:

First Mortgage to Branch Banking & Trust, Co. on property located at:

278 Highland Park Dr

Birmingham, AL 35242

Mortgage dated 11/24/10 executed by John P. Harris and Amy P. Harris
to Branch Banking and Trust Company in the amount of \$403,750.00 filed
for record _____ in Book _____, page

20101215000421950

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 23rd day of November, 2010

Witness:

Jim Johnson
Print Name

BB&T

By: Sybil Walker / Sybil Walker
Relationship Banker, II
Title

Kristen R. Seay
Print Name

STATE OF ALABAMA
COUNTY OF JEFFERSON

The foregoing instrument was acknowledged before me this 23rd day of Nov, 2010, by Cynthia Allison as Secretary of Branch Banking and Trust Company, a North Carolina banking corporation, on behalf of said corporation.

My Commission Expires October 6, 2012

My commission expires

Cynthia Allison
Notary Public