  
20101229000438110 1/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
12/29/2010 12:23:59 PM FILED/CERT

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

## SUBORDINATION AGREEMENT

That Branch Banking & Trust Co. ("BB&T") being the present owner and holder of that certain promissory note dated August 15, 2006 in the original principal amount of \$250,000.00 (BB&T's Note), executed by Susan F. Bradley & Claude S. Bradley, Jr. (Borrower), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with Branch Banking & Trust Co. (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):

Home Equity Line of Credit on property at:  
47 Burnham Street  
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.

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 3<sup>rd</sup> day of November 2010

Witness:

Kristen B. Seary  
Print Name

Sybil Walker  
BB&T

Jim Johnson  
Jim Johnson  
Print Name

By: Sybil Walker  
BNBM  
Title

STATE OF ALABAMA  
COUNTY OF SHELBY

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of Dec 2010, by Sybil Walker as BNBM of Branch Banking and Trust Company, a North Carolina banking corporation, on behalf of said corporation.


My commission expires MY COMMISSION WILL EXPIRE 1/24/2011

[Signature]  
Notary Public

## **Exhibit A**

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

Second Mortgage/Home Equity Line of Credit on property at:  
47 Burnham Street  
Birmingham, AL 35242


  
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Lot 7-38, Block 7, according to the Survey of Mt. Laurel, Phase IA, as recorded in Map Book 27, Pages 72 A & B, in the Office of the Judge of Probate of Shelby County, Alabama.

## **Exhibit B**

### **Description of Lender's Security Instrument:**

**First Mortgage to Branch Banking & Trust, Co on property at:  
47 Burnham Street  
Birmingham, AL 35242**

  
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