

*Return to:*

Rae Bodonyi / AEG  
33700 Lear Industrial Pkwy  
Avon, Ohio 44011  
440-716-1820

*Prepared By: Heather Robeson*

~~Mail after recording to:~~

BB&T  
P.O. Box 1290  
Whiteville, NC 28472

*659766*

## SUBORDINATION AGREEMENT

That Branch Banking & Trust Company ("BB&T") being the present owner and holder of that certain promissory note dated 01/09/2008 in the original principal amount of \$200000.00 ("BB&T's Note"), executed by Anthony Leon Thomasino and Carol M Thomasino ("Borrower"), payable to the order of BB&T, for good and valuable consideration received, does hereby covenant, stipulate, and agree with BB&T ("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"):

See Attached Exhibit A

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.

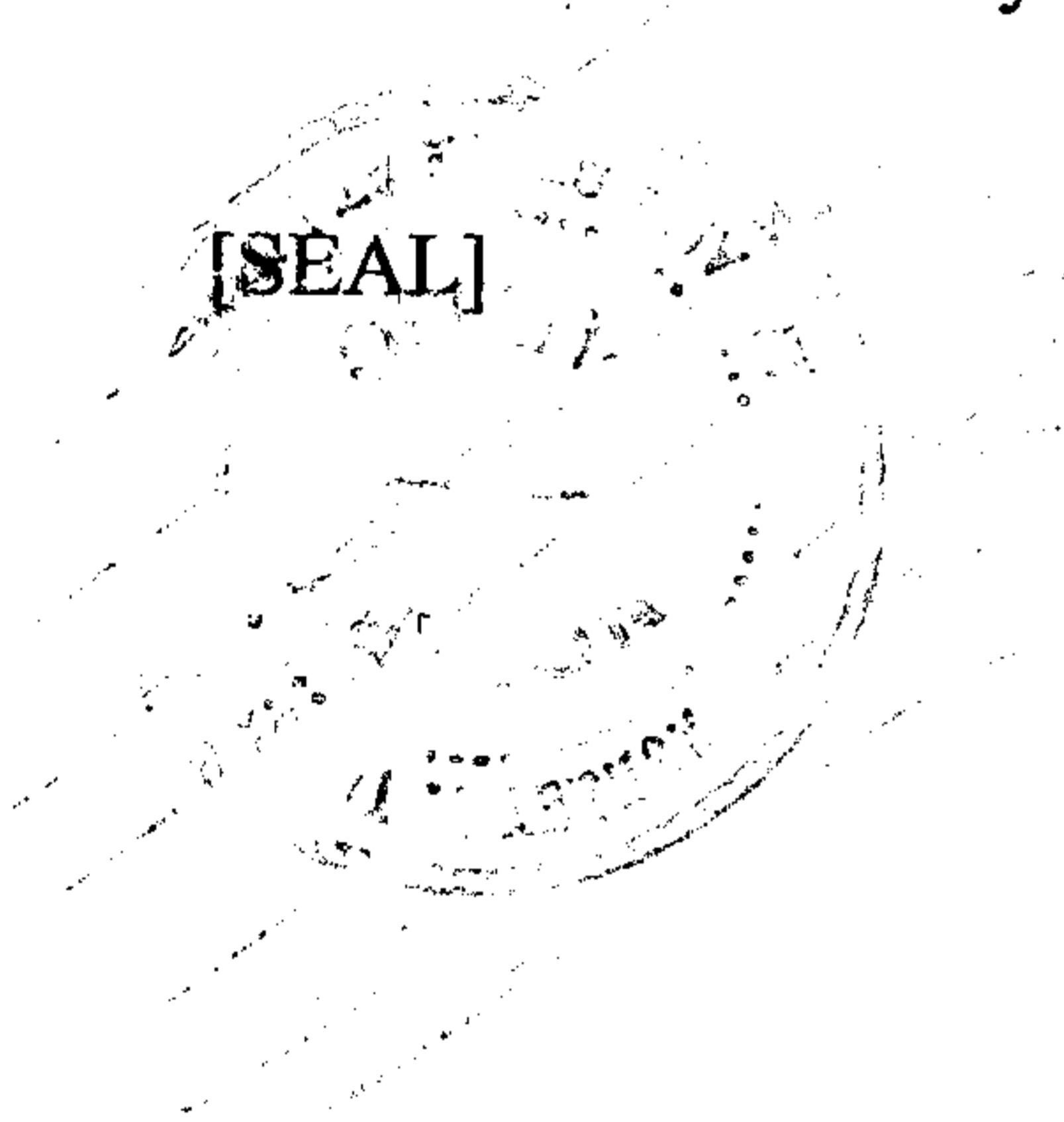
EXECUTED THIS 1<sup>st</sup> day of Dec., 2011.

By: L. Mark House  
(Branch Banking & Trust Company)  
[Signature]  
VP  
Title

STATE OF AL  
Jefferson COUNTY

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Mark House as VP of BRANCH BANKING & TRUST COMPANY, a North Carolina corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, in his/her capacity as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 1<sup>st</sup> day of Dec., 20 11.




[Signature]  
Notary Public  
My commission expires My Commission Expires April 12, 2015

20120103000003500 2/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/03/2012 03:10:49 PM FILED/CERT

## **Exhibit A**

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

Deed of Trust dated 01/09/2008 and recorded in the Office of the Register of Deeds in Shelby County in Instrument NO. 20080122000027250.



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Shelby Cnty Judge of Probate, AL  
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**Exhibit B**

20120103000003500 4/4 \$21.00  
Shelby Cnty Judge of Probate, AL  
01/03/2012 03:10:49 PM FILED/CERT

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

Deed of Trust dated 12/01/2011, and recorded in the  
Office of the Register of Deeds in Shelby County in  
Book/Liber \_\_\_\_\_, Page/Folio \_\_\_\_\_.