

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 21, 2013 in the original principal amount of \$500,000.00 (BB&T's Note), executed by Vishwanatha Rao and Sudha Rao (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):

Home Equity Line of Credit on property at: 362 N Lake Rd
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 21st day of August, 2013

Witness: Distince Sanders Destince Sanders	BB&T
Print Name	By: Michael C. Silgard
	Market Localer, Assistant Vice President
	Title
Print Name	
STATE OF ALABAMA	
COUNTY OF <u>Jefferson</u>	
	ged before me this <u>21st</u> day of <u>August</u> , <u>2013</u> , by <u>Michael Dilgard</u> , mpany, a North Carolina banking corporation, on behalf
My commission expires My Commission Exp	ires July 22, 2014
Mil Dark Novary Public	

Exhibit A

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Description of BB&T's Security Instrument:

Second Mortgage/Home Equity Line of Creidt on property at: 362 N Lake Rd Birmingham, AL 35242

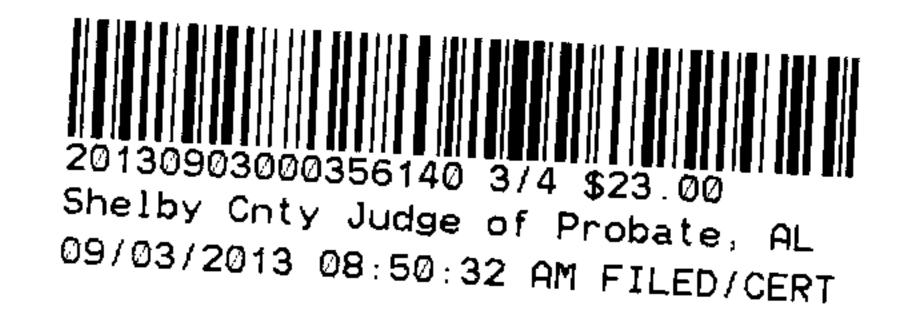


Exhibit B

Description of Lender's Security Instrument: First Mortgage to Branch Banking & Trust, Co on property at: 362 N Lake Rd Birmingham, AL 35242