

## RECORDING REQUESTED BY:

BridgeSpan Title Company  
Escrow No. 713382  
Order No.

FORSYTH CO, NC

64

FEE: \$ 26.00

PRESENTED &amp; RECORDED: 01/27/2003 10:57AM

DICKIE C. WOOD REGISTER OF DEEDS BY: POINDE

BK2316 P2880 - P2884

## AND WHEN RECORDED MAIL TO:

After recording return to:  
Outsource Solutions  
Attn: Larry Palmer  
2833 Trinity Square Dr., Ste 135  
Carrollton, TX 75006

713382 B.G.

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**SUBORDINATION AGREEMENT**

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 26th day of October 2001, by Nelson S. Warner and wife, Gail A. Warner owner of the land hereinafter described and hereinafter referred to as "Owner" and First Union National Bank present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

## WITNESSETH

THAT WHEREAS, Nelson S. Warner and wife, Gail A. Warner did execute a deed of trust, dated July 13, 1999, to First Union National Bank, as trustee, covering:

## SEE ATTACHED "EXHIBIT A"

to secure a note in the sum of \$10,764.50 dated July 13, 1999, , in favor of First Union National Bank, which deed of trust was recorded July 22, 1999, in book 2078, page 418, Official Records of said Forsyth county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$174,000.00 dated November 2, 2001, in favor of E-Loan, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

FIRST UNION NATIONAL BANK

BY:

*Annie B. Gunter*  
ANNIE B. GUNTER

ASSISTANT VICE-PRESIDENT

*Nelson S. Warner*  
Nelson S. Warner

attest:

TITLE:

DREAMA DEAN

ASSISTANT SECRETARY

*Carl A. Warner*  
Carl A. Warner

STATE OF Virginia  
NORTH CAROLINA

COUNTY OF Roanoke

I, a Notary Public of the County and State aforesaid, certify that Duama Dean  
Personally came before me this day and acknowledged that She is Asst Secretary of First Union  
and as the act of the corporation, the foregoing instrument was signed in its name by its Asst Vice  
President, sealed with its corporate seal and attested by herself as its  
Asst Secretary.

Witness my hand and official stamp or seal, this 26 day of October, 2001.

My Commission expires: My Commission Expires: October 31, 2002

April Diane Johnson  
APRIL DIANE JOHNSON

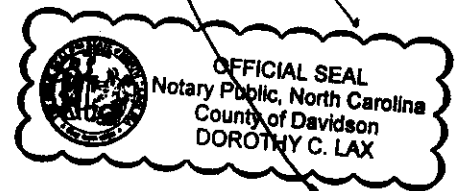
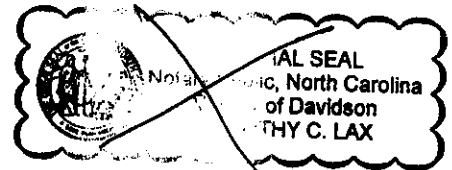
STATE OF NORTH CAROLINA

COUNTY OF Davidson

I, a Notary Public of the County and State aforesaid, certify that Nelson S. Warner and wife, Gail A. Warner,  
Personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness  
My hand and official stamp or seal, this 7th day of October, 2001.  
NOVEMBER

Witness my hand and official stamp or seal, this 7th day of October, 2001.  
NOVEMBER

My Commission expires: OCTOBER 7th 2006

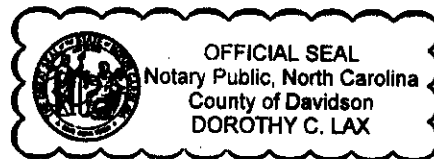


## ACKNOWLEDGMENT

State of North CarolinaCounty of Davidson

On November 7-2001, before me, Dorothy C. Lax  
Notary Public, personally appeared Nelson Warner & Gail Warner  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal.



Dorothy C. Lax  
Dorothy C. Lax, Notary Public  
My commission expires October 7, 2006

## Description of Attached Document:

Title or Type of Document: Subordination AgreementDocument Date: 10/26/01 Number of Pages: 4Signer(s) Other Than Named Above: Brooke Gladson

STATE OF NC, FORSYTH CO

The foregoing certificate(s) of:

April Diane Johnson &  
Dorothy C. Lax NP(s)

is/are certified to be correct at the date of recordation shown on the first page thereof.

Dickie C. Wood, Register of Deeds by: [Signature]

Deputy/Asst

ALL THAT CERTAIN LOT OR PARCEL OF LAND SITUATED IN THE CITY OF WINSTON-SALEM, SOUTHFORK TOWNSHIP, FORSYTH COUNTY, NORTH CAROLINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING KNOWN AND DESIGNATED AS LOT NO. 68 AS SHOWN ON THE MAP ENTITLED MCGREGOR DOWNS, SECTION 1, RECORDED IN PLAT BOOK 31, PAGE 90-91, IN THE OFFICE OF THE REGISTER OF DEEDS OF FORSYTH COUNTY, NORTH CAROLINA, TO WHICH REFERENCE IS MADE HEREOF FOR A MORE PARTICULAR DESCRIPTION.

SOURCE OF TITLE: BOOK 2072, PAGE 954 (06/11/99)

ADDRESS: 921 HIGHLAND GLEN, WINSTON-SALEM, NC, 27103, **ALSO REFERRED TO AS** 921 HIGHLAND GLEN ROAD, WINSTON-SALEM, NC, 27103