

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
Household Finance Corporation
977 Lamont Road
Elmhurst, IL 60126

ESCROW NO:
TITLE ORDER NO:

NON-STANDARD
DOCUMENT

env - Liberty Title Co
1701 Barrett Lakes Blvd
Ste 505
Kennesaw GA 30144

2008029383 00028

FORSYTH CO, NC FEE \$48.00
NON-STANDARD DOC FEE \$25.00

PRESENTED & RECORDED:

06-05-2008 10:09 AM

KAREN GORDON
REGISTER OF DEEDS
BY: PATSY RUTH DAVIS
DPTY

BK: RE 2836
PG: 4134-4137

APN:

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 April 22, 2008

ALISA D/ CARITHERS AND TRACY D. CARITHERS

Owner of the land hereinafter described and hereinafter referred to as "Owner" and

HOUSEHOLD REALTY CORPORATION

Present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

by

WITNESSETH

THAT WHEREAS, ALISA D/ CARITHERS AND TRACY D. CARITHERS
did execute a deed of trust, dated DECEMBER 26, 2006
HOUSEHOLD REALTY CORPORATION

, to
As trustee, covering:

SEE ATTACHED LEGAL

To secure a note in the sum of \$20,200.00 dated DECEMBER 26, 2006
In favor of HOUSEHOLD REALTY CORPORATION
Which deed of trust was recorded as Instrument No N/A on, DECEMBER 28, 2006
Volume # 2719 , Page 3076 , Official Records of said county; 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, MERS AS NOMINEE FOR I FREEDOM DIRECT CORPORATION, hereinafter referred to as "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 in an amount not to exceed the amount of \$120,341.00, plus any fees and charges permitted under the deed of trust in favor of the Lender and

CLTA SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS: KE RB



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APN:

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 lender would not make its loan above described without this subordination agreement
- (2) 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, including , not only principal and interest on the principal indebtedness secured thereby, but all other sums secured by the deed of trust secured by Lender, excluding non-obligatory future advances 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 provided 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 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 Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances and 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.

CLTV SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS: KE RB


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APN:

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.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEY'S WITH RESPECT THERETO.

HOUSEHOLD REALTY CORPORATION

Karen Ellis
KAREN ELLIS VICE PRESIDENT

R. Barth
R. BARTH ASST. SECRETARY

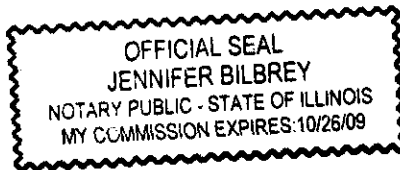
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF ILLINOIS
COUNTY OF COOK

ON April 22, 2008 before me, JENNIFER BILBREY AS NOTARY PUBLIC personally appeared KAREN ELLIS AS VICE PRESIDENT AND R. BARTH AS ASST. SECRETARY 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,

Signature Jennifer Bilbrey
JENNIFER BILBREY



STATE OF
COUNTY OF _____

ON _____ before me, _____ personally appeared

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,

Signature _____

**EXHIBIT A
LEGAL DESCRIPTION**

Attached to file: 96-00820866

All that certain property situated in the County of FORSYTH, and State of NORTH CAROLINA, being described as follows:

Beginning at an existing iron stake located at the northern most corner of the Danny Lee Barnes Property (now or formerly) described in Book 1598, at page 1280, and the Lee Barnes property (nor or formerly) described in Deed Book 640, at page 486, said existing iron stake further lying at an old Paul Ray Ellis corner (see Book 1446, at Page 960) and being the eastern-most corner of the property described in Book 2113 at page 635; thence with Ellis' southeastern boundary line, South 30 degrees 30' 28" West 468.83 feet to an existing iron stake, an Ellis and Danny Lee Barnes corner, the southern-most corner of the property described in Book 2113 at page 635; thence North 41 degrees 16' 50" West 128.23 feet to an existing iron stake, an old Ellis corner, the western-most corner of the property described in Book 2113 at page 635; thence North 36 degrees 22' 15" East 445.58 feet to an iron stake, the northern-most corner of the property described in Book 2113 at page 635; thence South 48 degrees 44' 02" East 77.66 feet to the point and place of beginning; containing 1.051 acres, more or less, according to a survey entitled "Map for Jon & Pam Mullinix", dated May 3, 2000, drawn from a survey by David Bradley Coe, PLS, bearing Job No. 20076.

The above described property is the same as that property described in Deed Book 2116, Page 2399, Forsyth County Registry and is further known and designated as Tax Lot 105A in Block 5154 on the Forsyth County Tax Maps.

Together with a perpetual, non-exclusive easement and right of way for general utilities and roadway (i.e., for purposes of ingress, egress, and regress) purposes, with full rights to construct and maintain an all-weather road, over, under, and across the 30 foot strip or parcel of real property which lies contiguous to and immediately northwest of the following line:

Beginning at an existing iron stake located at the northern-most corner of the Danny Lee Barnes Property described in Book 1598, at Page 1280, and the Lee Barnes property described in Deed Book 640, at Page 486, said existing iron stake further lying at an old Paul Ray Ellis corner (see Book 1446, at Page 960) the northern-most corner of the above described 1.051 acre tract of land; thence South 36 degrees 22' 15" West 445.58 feet to an existing iron stake, an old Ellis corner; thence South 38 degrees 35' 09" West 230.01 feet to an existing iron stake lying in the northeast margin of the right of way of Old Hollow Road (a/k/a North Carolina Highway 66), the ending point of said line.

The above described 30 foot wide strip or parcel of real property runs from the northern-most corner of the above described 1.051 acre tract of land in a southwesterly direction across the Paul Ray Ellis property to the northeastern margin of Old Hollow Road.

Together with the perpetual easements and rights of way for utility and access purposes described in Book 1960 at Page 1119 and in Book 1980 at Page 1491 of the Forsyth County, North Carolina Registry.

BEING THE PROPERTY CONVEYED IN Warranty Deed from John M. Mullinix And Wife, Pamela C. Mullinix to Alisa D. Carithers And Husband Tracy D. Carithers, dated 05/26/2004, recorded 05/27/2004, in Deed Book 2474, Page 4346, in the Register of Deeds for Forsyth County, North Carolina.

Tax Parcel Identification Number: 5154-105A