NORTH CAROLINADEED OF SUBORDINATION

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THIS DEED OF SUBORDINATION, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting as Trustee (herein “Trustee”) as hereinafter stated, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (herein “Noteholder”) , and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (herein “Borrower”);

**W I T N E S S E T H:**

WHEREAS, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein “Borrower”) heretofore executed and delivered unto \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a Note dated \_\_\_\_\_\_\_\_\_\_\_, in the maximum principal amount of $\_\_\_\_\_\_\_\_\_\_\_\_, which has been subsequently assigned to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein “Noteholder”);

WHEREAS said Note is secured by a deed of trust upon the property hereinbelow described to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the original trustee, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Registry (herein the “Existing Deed of Trust”);

WHEREAS, by Substitution of Trustee recorded in Book \_\_\_\_\_\_, Page \_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Registry, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Trustee”) has been named the current trustee of said deed of trust;

WHEREAS said Borrowers desire to obtain from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (herein “New Lender”) the sum of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, to be secured by a deed of trust recorded in Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ County Registry (herein the “New Deed of Trust”) upon the property hereinafter described, which loan is procured only upon condition that said Existing Deed of Trust be subordinated to the lien of said New Deed of Trust;

WHEREAS Noteholder has agreed to such subordination and has requetsed the Trustee to join in the execution hereof.

NOW, THEREFORE, said Noteholder, for and in consideration of $10.00 and other valuable consideration to them in hand paid, does hereby contract and agree with Borrower that the New Deed of Trust shall be alien upon the land described therein superior to the Existing Deed of Trust now held by Noteholder, and to carry out said purpose Noteholder does hereby release, remise and quitclaim to Borrower title to and lien upon said land to the extent, but only to the extent that the Existing Deed of Trust shall be subordinate to the New Deed of Trust.

It is expressly understood and agreed that except for such subordinatoin the Existing Deed of Trust shall remain in full force and effect.

The lands herein above reference lying in \_\_\_\_\_\_\_\_\_\_\_\_\_\_ County, North Carolina, and being more particularly described as follows:

**[LEGAL DESCRIPTION]**

IN TESTIMONY WHEREOF, the Noteholder and Trustee have caused this instrument to be executed as of the day and year first above written.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Noteholder

By:

President

Attest:

Secretary

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Trustee

**[INSERT APPROPRIATE NOTARIES FOR NOTEHOLDER AND FOR TRUSTEE]**