

Prepared by:

GPIN/Tax Map ID #: _____

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this _____ day of _____, 20____, by and among _____ and _____ (together, “Borrower”), to be indexed as _____; _____ (“Noteholder”), to be indexed as _____; and **CAPITAL CENTER, L.L.C.**, a Virginia limited liability company (“CapCenter”), to be indexed as _____, recites and provides:

RECITALS:

WHEREAS, Borrower executed and delivered to Noteholder a certain _____ (the “Original Note”) dated _____, _____, in which Borrower promised to pay an indebtedness in the original principal amount of _____ Dollars (\$_____), which indebtedness is secured by a Deed of Trust, which is dated _____, _____ and recorded _____, _____ in the Clerk’s Office of the Circuit Court of the _____ of _____, _____ (the “Clerk’s Office”) in Deed Book _____, Page _____ (the “Original Deed of Trust”) and covering real property situated in the _____ of _____, Virginia, as more particularly described in the Original Deed of Trust; and

WHEREAS, the parties desire to subordinate the Original Deed of Trust to that certain Deed of Trust securing indebtedness not to exceed the amount of \$_____ Dollars (\$_____) and payable to CapCenter, recorded in the Clerk’s Office simultaneously herewith (the “New Deed of Trust”);

AGREEMENT:

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Subordination.** Noteholder and CapCenter hereby agree that the lien of the Original Deed of Trust is hereby subordinated to the lien of the New Deed of Trust. The lien of the New Deed of Trust, together with any renewals or extensions thereof, shall remain at all times prior and superior to the lien of the Original Deed of Trust.
2. **Ratification.** All other covenants and obligations as provided in the Original Deed of Trust and the Original Note shall remain in full force and effect and are specifically ratified and reaffirmed by Borrower.

[Signatures appear on the following pages]

WITNESS the following signatures:

BORROWER:

_____ [SEAL]
[Insert Borrower Name]

_____ [SEAL]
[Insert Borrower Name]

STATE / COMMONWEALTH OF _____
CITY / COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **[Insert Borrower Name(s)]**.

My commission expires: _____

Notary Public

NOTEHOLDER:

[Insert Noteholder Name],
a/an _____

By: _____

Name: _____

Title: _____

STATE / COMMONWEALTH OF _____
CITY / COUNTY OF _____, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____, a/an _____, on behalf of the _____, as Noteholder.

My commission expires: _____

Notary Public

CAPCENTER:

CAPITAL CENTER, L.L.C.,
a Virginia limited liability company

By: _____
Name: _____
Title: _____

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, to wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ as _____ of Capital Center, L.L.C, a Virginia limited liability company, on behalf of the company.

My commission expires: _____

Notary Public