

Document Prepared By:
Capital Center, L.L.C.
4510 Cox Road, Suite 302
Glen Allen, Virginia 23060

Tax Map ID: _____

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this _____ day of _____, _____, by and among _____ and _____ (together, “Borrower”), to be indexed as grantor, _____, (“Trustee”), to be indexed as grantee, _____ (“Noteholder”), and **CAPITAL CENTER, L.L.C.**, a Virginia limited liability company (“Cap Center”), 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 from Borrower to Trustee, which Deed of Trust is dated _____, _____ and recorded _____, _____ in the Clerk’s Office of the Circuit Court of the _____ of _____, Virginia (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 \$_____ and payable to Cap Center, 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. Trustee, Noteholder and Cap Center 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)

_____ (SEAL)

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200_,
by _____.

My commission expires: _____

Notary Public

TRUSTEE:

_____ (SEAL)

OR

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200_,
by _____, as trustee on behalf of _____.

My commission expires: _____

Notary Public

NOTEHOLDER:

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200_,
by _____, as _____ of
_____, a _____, on behalf of the
_____, as Noteholder.

My commission expires: _____

Notary Public

CAP CENTER:

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

By: _____

Its: _____

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

The foregoing instrument was acknowledged before me this _____ day of _____, 200_,
by _____ as _____ of Capital Center, L.L.C, a
Virginia limited liability company, on behalf of the company.

My commission expires: _____

Notary Public

Document Prepared By:
Teller & Parham, LLC
4510 Cox Rd.
Glen Allen, Virginia 23060

Tax Map ID: _____

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT, made this 1 day of **JANUARY, 2003** (date of agreement) by and among **JOHN DOE** and **JANE DOE** (together, "Borrower"), to be indexed as grantor; **TRSTE, INC.**, (trustee on the loan being subordinated) ("Trustee"), to be indexed as grantee; **WACHOVIA** (bank whose loan is being subordinated) ("Noteholder"), and **CAPITAL CENTER, L.L.C.**, a Virginia limited liability company ("Cap Center"), recites and provides:

RECITALS:

WHEREAS, Borrower executed and delivered to Noteholder a certain **NOTE** (Note/Equity Line Agreement) (the "Original Note") dated **MARCH 1, 1999**, (date on note of subordinate loan) in which Borrower promised to pay an indebtedness in the original principal amount of **ONE HUNDRED THOUSAND AND NO/100** Dollars (**\$100,000.00**), (amount of line being subordinated) which indebtedness is secured by a Deed of Trust from Borrower to Trustee, which Deed of Trust is dated **MARCH 1, 1999** (date on deed of trust of subordinate loan) and recorded **MARCH 5, 1999** (date deed of trust was recorded) in the Clerk's Office of the Circuit Court of the **COUNTY** [city/county] of **HENRICO**, (city/county of property securing the loan) Virginia (the "Clerk's Office") in Deed Book **4231**, page **113** (the "Original Deed of Trust") and covering real property situated in the **COUNTY** [city/county] of **HENRICO**, (city/county of property securing the loan) 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 in the amount of **\$250,000.00** (amount borrowed from Cap Center) and payable to Cap Center, 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. Trustee, Noteholder and Cap Center 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 page following.]