



# Investors Title Insurance Company

P.O. Drawer 2687

Chapel Hill, North Carolina 27515-2687

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State of North Carolina, County of \_\_\_\_\_

## SUBORDINATION AGREEMENT OF PARTY FURNISHING LABOR OR MATERIAL

WHEREAS, the undersigned has entered into a contract for the performing or furnishing of labor, material, or professional design or surveying services for improvements on the real property described on Exhibit A and in that certain Deed of Trust executed by **(or to be executed by)** \_\_\_\_\_ to \_\_\_\_\_, Trustee for \_\_\_\_\_ (hereinafter referred to as "Lender"), dated \_\_\_\_\_, \_\_\_\_\_ and recorded on \_\_\_\_\_, \_\_\_\_\_ at Book \_\_\_\_\_, Page \_\_\_\_\_, \_\_\_\_\_ County, North Carolina (hereinafter referred to as "Deed of Trust"), **(or to be recorded)** with a maximum principal amount of \$ \_\_\_\_\_ and bearing a maximum interest rate of \_\_\_\_\_%; and

WHEREAS, Lender will make no disbursement of funds secured by the Deed of Trust until Lender is furnished a policy of title insurance without exception to mechanics' or materialmen's liens arising from said contract; and

WHEREAS, Investors Title Insurance Company has been requested to issue a title insurance policy or policies insuring the aforesaid Deed of Trust and said policy or policies must be without exception to mechanics' or materialmen's liens arising from said contract; and

WHEREAS, Investors Title Insurance Company will issue such a title insurance policy or policies only upon condition that any rights to a mechanics' or materialmen's lien which undersigned now has or may have in the future be subordinated to the aforesaid Deed of Trust.

NOW, THEREFORE, in consideration of the sum of \$1.00 in hand paid, receipt of which is hereby acknowledged, and other benefits accruing to undersigned, and in order to induce Investors Title Insurance Company to issue the policy or policies of title insurance without exception to mechanics' and materialmen's liens arising from said contract and in order to induce Lender to disburse funds secured by the Deed of Trust, the undersigned does hereby agree that the aforesaid Deed of Trust is superior to any claims of the undersigned or any party claiming rights by and through the undersigned by right of subrogation and undersigned does hereby subordinate any lien or claim of lien which undersigned might now have or hereinafter acquire upon the real property described herein to the lien of the aforesaid Deed of Trust.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Name of Company/Firm

\_\_\_\_\_  
Labor or Material Furnished

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_ My commission expires: \_\_\_\_\_

Notary Seal