Instrument prepared by and after recording return to:

Ramona Hawk
Synovus Bank
Attn: Subordinations
33 W 11th St, 2nd Floor
Columbus, GA 31901

Davidson County DOTSUBAGR
Recvd: 05/26/17 14:42 3 pgs
Fees:17.00 Taxes:0.00
20170526-0052900

SUBORDINATION AGREEMENT

(Real Property)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

THIS SUBORDINATION AGREEMENT executed this 10th day of May, 2017, by the undersigned, Synovus Bank, as successor in interest by merger with The Bank of Nashville ("Holder"), and Bank of America, NA ("Lender"):

WITNESSETH THAT:

WHEREAS, Holder has extended certain loans ("Holder Loans") to James C. Woodard II ("Borrower"), and is the holder and sole owner of the indebtedness in the principal amount not exceeding $ 75,000.00, secured by Deed of Trust from Borrower dated 9th November, 2004, of record in Book _____, Page _____ / Instrument Number 20041206-0144894, Register's Office for Davidson County, Tennessee ("Existing Security Instrument") conveying the real property more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, Borrower has requested and Lender has agreed to extend to Borrower the original principal sum of $ 85000.00 ("Lender Loan"), secured by that certain deed of trust executed by Borrower, dated 5/22/2017 to Recontrust Company as Trustee, and for the benefit of Lender, of record in Book _____ 20170526-0052899 / Instrument Number _____, or to be recorded in, the Register's Office for Davidson County, Tennessee conveying said Property ("Superior Security Instrument"); and

WHEREAS, to induce Lender to make the Lender Loan, Holder has agreed that the lien of the Superior Security Instrument shall be prior to and superior to the lien of the Existing Security Instrument.

NOW, THEREFORE, for and in consideration of One Dollar ($1.00) in hand paid by the Borrower to Holder, the premises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Holder, Holder hereby subordinates the lien of the Existing Security Instrument to the lien of the Superior Security Instrument, so that the Superior Security Instrument shall be deemed to convey title to Lender to said Property superior to the Existing Security Instrument and superior to the indebtedness secured by said Existing Security Instrument. Holder specifically acknowledges and agrees that the priority of the security interests of Holder and Lender in the Property shall be governed by this Subordination Agreement and not by the order in which the Existing Security Instrument and the Superior Security Instrument are or were filed or recorded. Nothing contained herein or otherwise shall preclude Holder from demanding strict compliance by Borrower with the terms and conditions of the Existing Security Instrument, and the instrument(s) evidencing the debt secured thereby, or enforcing its rights thereunder, subject to the terms of this Subordination Agreement. Without the prior written consent of Lender, Holder shall not exercise any collection rights with respect to the Property, will not foreclose under the Existing Security Instrument or exercise any power of sale thereunder or to take any other collection action with respect to the Property and Holder's security interest therein.

Except as expressly required by law, Lender's rights under the Superior Security Instrument may be exercised by Lender without notice to or consent by Holder. Lender may take such action regarding the Borrower, the indebtedness of Borrower to Lender, including, without limitation, extensions, renewals or restructurings of any indebtedness of Borrower to Lender (or the making of additional loans or advances to Borrower), all without notice to or consent of Holder, and without affecting the superiority of Lender's lien on the Property evidenced by this Subordination Agreement.

The subordination of the Existing Security Instrument provided for herein shall apply to the specific indebtedness of Borrower to Lender described hereinabove and any and all extensions, renewals and refinancings of same and, in addition, to all other indebtedness of any nature whatsoever of Borrower to Lender whether heretofore or hereafter incurred.

Holder warrants and represents to Lender that Holder shall not transfer or assign the Existing Security Instrument or any interest therein unless either (i) Holder has obtained the express prior written consent of Lender, or (ii) such transfer or assignment is specifically made subject to the terms and provisions of this Subordination Agreement and such is acknowledged in writing by the transferee and assignee in recordable form and Holder causes such acknowledgment to be recorded in the real estate records in the Office in the County in which the Property is located.

This Subordination Agreement shall be binding upon Holder and the heirs, personal representatives, successors and assigns of Holder and shall inure to the benefit of Lender, its successors, assigns, purchasers at foreclosure sale and purchasers pursuant to any power of sale contained in the Superior Security Instrument.

Holder agrees to execute and deliver to Lender any further documents or instruments as specified by Lender to confirm or acknowledge the subordination of the Existing Security Instrument to the Superior Security Instrument evidenced hereby. This Subordination Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

If any provision of this Subordination Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect any other provision of this Subordination Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable.

This Subordination Agreement constitutes the entire agreement between the parties hereto. Neither this Subordination Agreement nor any provision hereof may be amended, waived, discharged or terminated orally, but only by a writing signed by the party against whom enforcement of the amendment, waiver, discharge or termination is sought.

IN WITNESS WHEREOF, the parties hereto have executed this Subordination Agreement, the day and year first above written.

HOLDER: Bank of Nashville div Synovus Bank,
as successor in interest by merger
with, The Bank of Nashville

By: Terri Wilkinson
Terri Wilkinson

Its: Retail Lending Center Manager

STATE OF _____
COUNTY OF _____

INDIVIDUAL ACKNOWLEDGMENT

Personally appeared before me, the undersigned, a Notary Public of the State and County aforesaid, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that ___ he executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this _____ day of _____, _____.

My Commission Expires: _____.

_____
Notary Public

STATE OF GEORGIA
COUNTY OF MUSCOGEE

CORPORATE ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Terri Wilkinson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged her self to be the manager of Synovus Bank, the within named bargainor, a Georgia Banking Corporation, and that s he as such manager executed the foregoing instrument for the purposes therein contained, by signing the name of the banking corp by her self as such manager.

WITNESS MY HAND AND SEAL, at office, this 10th day of May, 2017

My Commission Expires: 01/28/2020.

Notary Public Ramona Hawk

State of Georgia
Ramona Hawk
Notary Public
My Comm Expires
01/28/2020
Muscogee County

Exhibit "A"
Property Description

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING LOT NO. 605 OF BLOCK IN CHARLOTTE PARK COMPANY'S FIRST ADDITION TO NASHVILLE, OF RECORD IN BOOK 57, PAGE 103, REGISTER'S OFFICE FOR SAID COUNTY, TENNESSEE, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE AND ACCURATE DESCRIPTION THEREOF.

SAID LOT NO. 605 FRONTS 50 FEET ON THE NORTHERLY SIDE OF DAKOTA AVENUE, FORMERLY 4TH AVENUE, AND RUNS BACK BETWEEN PARALLEL LINES 150 FEET TO AN ALLEY.

BEING THE SAME PROPERTY CONVEYED TO JAMES C. WOODARD, II, BY DEED FROM WILSON ENTERPRISES, INC., AS OF RECORD IN INSTRUMENT NO. 200002230017725, REGISTER'S OFFICE FOR SAID COUNTY, TENNESSEE.

True Copy Certification

I, Yvette Meldrum, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

State of Tennessee
County of Williamson

Personally appeared before me, the undersigned, a notary public for this county and state, Yvette Meldrum who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: 7-11-20

K CLOYD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON