

Return To:  
~~PREPARED BY~~  
LESLIE B. SHUMAKE, JR.  
ATTORNEY AT LAW  
P. O. BOX 803  
6219 - A COCKRUM  
OLIVE BRANCH, MS 38654  
601 - 895-5565

BK 1448 PG 0697

STATE MS.-DESOTO CO.   
FILED

JAN 23 9 13 AM '02

BK 1448 PG 697  
W.E. DAVIS OH. CLK.

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 8678581  
ESCROW/CLOSING#:

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Fifteenth day of January, 2002, by U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE FIRSTPLUS ASSET BACKED SECURITIES, SERIES 1997-4, BY COUNTRYWIDE HOME LOANS, INC. AS ATTORNEY IN FACT ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, Glenn Carrol Miller and Mary Katherine Miller executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$33000.00 dated 07/15/1997 , and recorded in Book Volume 928, Page 150, as Instrument No. N/A, in the records of DeSoto County, State of MS, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 4335 MORGAN COVE, OLIVE BRANC, MS 38654 and further described on Exhibit "A," attached.

WHEREAS, Glenn Carrol Miller and Mary Katherine Miller ("**Borrower**") executed and delivered to Trustmark National Bank, ("**Lender**"), a deed of trust/mortgage in the sum of \$149900.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of DeSoto County, State of MS as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

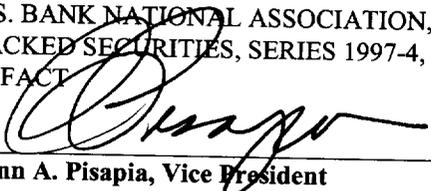
(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;
- (b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

U.S. BANK NATIONAL ASSOCIATION, AS INDENTURE TRUSTEE FOR THE FIRSTPLUS ASSET BACKED SECURITIES, SERIES 1997-4, BY COUNTRYWIDE HOME LOANS, INC. AS ATTORNEY IN FACT

  
\_\_\_\_\_  
Ronn A. Pisapia, Vice President



**EXHIBIT "A"**

Lot 22, Section, South Manor North Estates Subdivision, is mated in Section 35, Township 1 South, Range 7 West, DeSoto County, Mississippi as per Plat recorded in Plat Book 49, Page 19 in the Office of the Chancery Clerk of DeSoto County, Mississippi.

When Recorded Mail To: I  
 I  
 COUNTRYWIDE HOME LOANS I  
 1800 Tapo Canyon I  
 Simi Valley 93063 I  
 Attention: Document Procurement I

### LIMITED POWER OF ATTORNEY

This Limited Power of Attorney is executed in connection with the servicing of various mortgage loans (the "Mortgage Loans"), being serviced by Countrywide Home Loans, Inc. ("Countrywide") under the Pooling and Servicing Agreements and Sale and Servicing Agreements (the "Agreements") listed on Exhibit A, attached hereto and made a part hereof. U.S. Bank National Association, a national banking association, formerly known as First Bank National Association ("U.S. Bank"), is a party or has a beneficial interest under the Agreements, and it hereby constitutes and appoints Countrywide as its true and lawful attorney-in-fact, and in its name, place and stead and for its use and benefit, to execute and acknowledge all documents for the purpose of:

- (i) endorsing to Countrywide payments received with respect to the Mortgage Loans in the form of checks, cashier's checks, money orders, loss drafts and other instruments and the taking of any necessary actions to ensure the continuation of payments which are made with respect to the Mortgage Loans by automated clearinghouse accounts and other electronic payment methods;
- (ii) procuring, preparing, completing and recording any mortgage, deed of trust or similar security instrument or any modification thereof ("Mortgage"), or any assignment of Mortgage, release, reconveyance, subordination or other instrument that is required
  - (a) for the proper servicing of the related Mortgage Loan or otherwise necessary to cure any defect in the chain of title,
  - (b) to ensure that record title to the Mortgage Loan vests in the proper party; or
  - (c) for any other transfer of record title which is required with respect to the Mortgage Loans or the underlying security interest related to each Mortgage Loan;
- (iii) ensuring that each promissory note related to each Mortgage Loan has been properly endorsed to the proper person or entity in connection with the sale of such Mortgage Loan or otherwise; and
- (iv) curing any other defects associated with any other document or instrument with respect to a Mortgage Loan.

Notwithstanding the foregoing, Countrywide may only take the foregoing actions to the extent required or permitted under the terms of the applicable Pooling and Servicing Agreement or Sale and Servicing Agreement. No power is hereby granted that would permit Countrywide to take any action adverse to the interests of U.S. Bank or the beneficiaries of the applicable trust (the "Beneficiaries").

## EXHIBIT A

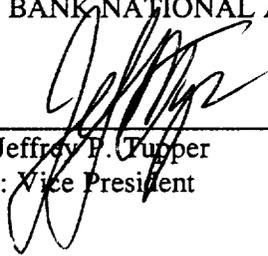
1. SALE AND SERVICING AGREEMENT dated as of September 1, 1996 among FIRSTPLUS HOME LOAN OWNER TRUST 1996-3 (Issuer) FIRSTPLUS INVESTMENT CORPORATION (Seller) FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1996-3 Asset Backed Securities Series 1996-3
2. SALE AND SERVICING AGREEMENT dated as of November 1, 1996 among FIRSTPLUS HOME LOAN OWNER TRUST 1996-4 (Issuer) FIRSTPLUS INVESTMENT CORPORATION (Seller) FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1996-4 Asset Backed Securities Series 1996-4.
3. SALE AND SERVICING AGREEMENT, dated as of February 1, 1997 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-1 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and FIRST BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee), FIRSTPLUS Home Loan Owner Trust 1997-1 FIRSTPLUS Asset Backed Securities, Series 1997-1.
4. AMENDED AND RESTATED SALE AND SERVICING AGREEMENT dated as of February 1, 1998 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-2 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee) FIRSTPLUS Home Loan Owner Trust 1997-2. FIRSTPLUS Asset Backed Securities Series 1997-2.
5. SALE AND SERVICING AGREEMENT dated as of September 1, 1997 among FIRSTPLUS HOME LOAN OWNER TRUST 1997-3 (Issuer), FIRSTPLUS INVESTMENT CORPORATION (Seller), FIRSTPLUS FINANCIAL, INC. (Transferor and Servicer) and U.S. BANK NATIONAL ASSOCIATION (Indenture Trustee and Co-Owner Trustee), FIRSTPLUS Home Loan Owner Trust 1997-3; FIRSTPLUS Asset Backed Securities Series 1997-3
6. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1997-4, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of November 1, 1997 FIRSTPLUS HOME LOAN OWNER TRUST 1997-4 Asset Backed Securities, Series 1997-4.
7. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-1, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of February 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-1 Asset Backed Securities, Series 1998-1.

8. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-2, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of March 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-2 Asset Backed Securities, Series 1998-2
9. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-3, as Issuer, FIRSTPLUS INVESTMENT CORPORATION, as Seller, FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of May 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-3 Asset Backed Securities, Series 1998-3
10. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-4, as Issuer, FIRSTPLUS INVESTMENT CORPORATION, as Seller, FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of June 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-4.
11. SALE AND SERVICING AGREEMENT among FIRSTPLUS HOME LOAN OWNER TRUST 1998-5, as Issuer FIRSTPLUS INVESTMENT CORPORATION, as Seller FIRSTPLUS FINANCIAL, INC., as Transferor and Servicer and U.S. BANK NATIONAL ASSOCIATION, as Indenture Trustee and Co-Owner Trustee dated as of August 1, 1998 FIRSTPLUS HOME LOAN OWNER TRUST 1998-5 Asset Backed Securities, Series 1998-5

Countrywide agrees to indemnify and hold harmless U.S. Bank and the Beneficiaries from any and all losses, liabilities, claims and expenses ("Losses") arising as a result of Countrywide's breach and/or negligence in connection with its use of this Limited Special Power of Attorney. Notwithstanding the foregoing, Countrywide shall not be required to indemnify and hold harmless U.S. Bank or the Beneficiaries from any Losses arising out of U.S. Bank's negligence or breach of the Agreements or in connection with any directions and/or instructions by U.S. Bank under this Limited Power of Attorney.

The undersigned gives to Countrywide, as said attorney-in-fact, full power and authority to execute such instruments as if the undersigned were personally present, hereby ratifying and confirming all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof. This Limited Power of Attorney has been executed and is effective as of this 20th day of September 2001, and the same shall continue in full force and effect until revoked in writing by the undersigned.

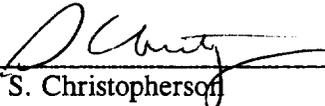
U.S. BANK NATIONAL ASSOCIATION

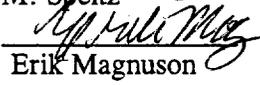
  
By: Jeffrey P. Tupper  
Title: Vice President

No Corporate Seal

ATTEST:

U.S. BANK NATIONAL ASSOCIATION

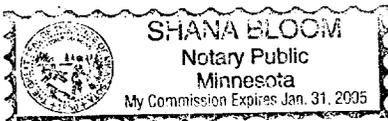
  
By: S. Christopherson  
Title: Vice President

WITNESS:   
M. Speltz  
  
Erik Magnuson

STATE OF MINNESOTA    )  
  ) SS  
COUNTY OF RAMSEY    )

On this 20th day of September in the year 2001, before me, Shana Bloom, a Notary Public of said state, duly commissioned and sworn, personally appeared Jeffrey P. Tupper and S. Chistopherson, known to me (or proved to me on the basis of satisfactory evidence) to be the persons who executed the within instrument on behalf of U.S. Bank National Association, and acknowledged to me that such corporation executed the within instrument pursuant to its bylaws or a resolution of its board of directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affirmed my official seal the day and year in this certificate first above written.



  
Shana Bloom Notary Public

(Seal)

My commission expires: Jan. 31<sup>st</sup> 2005