BK 1540 PG 0673

STATE MS.-DESOTO CO.
FILED

AUG 2 2 14 PM '02

BK 1540 PG 673
W.E. DAVIS CH. CLK.

After recording, return to:
FNF Title Services, Inc.
7145 Swinnea Road, Suite 2
Southaven, MS 38671
(662) 349-6536
File #S 10839

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 #: 0935811	
ESCROW/CLOSING#: S10234/6676711	

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 Twenty-fifth day of July, 2002, by **COUNTRYWIDE HOME LOANS, INC. ("Subordinated Lienholder")**, with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613.**

WHEREAS, BILLY A. BURLISON and SANNA L. BURLISON executed and

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the **"Existing and Continuing Security Instrument"**) in the sum of $12400.00 dated 02/29/2000 , and recorded in Book Volume 1193, Page 721, as Instrument No. , in the records of DESOTO County, State of MISSISSIPPI, 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 5716 PALOMA DRIVE, OLIVE BRANCH, MISSISSIPPI 38654 and further described on Exhibit "A," attached.

WHEREAS, BILLY A. BURLISON and SANNA L. BURLISON (**"Borrower"**) executed and delivered to **COUNTRYWIDE HOME LOANS, INC.**, (**"Lender"**), a deed of trust/mortgage in the sum of $127,366.00 which deed of trust/mortgage (the **"New Security Instrument"**) is intended to be recorded herewith in the records of DESOTO County, State of MISSISSIPPI 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:

(I) 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.

COUNTRYWIDE HOME LOANS, INC.

Patricia Callander

Patricia Callander, Vice President

EXHIBIT "A"

LOT 35, DOVE RIDGE ESTATES, PHASE II, IN SECTION 25, TOWNSHIP 1 SOUTH RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 63, PAGE 29, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

CORPORATE ACKNOWLEDGEMENT

LOAN #: 0935811

State of Texas
County of Collin

On 07/25/2002 before me, personally appeared Patricia Callander, Vice President of Countrywide Home Loans, Inc., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Susan C. Jacobson
Signature

SUSAN C. JACOBSON
Notary Public
State of Texas
My Commission Expires
March 12, 2006