

SUBORDINATION AGREEMENT

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, **BANCORPSOUTH BANK** does hereby subordinate its Deed of Trust executed by LEONARD E. LINDSEY AND GLORIA D. LINDSEY, HUSBAND AND WIFE, on March 7, 2000, and recorded in Book 1203 at Page 192 of the Land Mortgage and Trust Deed Records of DeSoto County, Mississippi, to that certain Deed of Trust executed by LEONARD E. LINDSEY AND GLORIA D. LINDSEY, HUSBAND AND WIFE, on October 7, 2002, for the benefit of **BANCORPSOUTH BANK**, and recorded in Book 1582 at Page 18 of the records aforesaid.

It is the intention of **BANCORPSOUTH BANK** that the aforementioned Deed of Trust in its favor be subordinated so as to make the lien thereof as to the property described therein subordinate to the Deed of Trust in favor of **BANCORPSOUTH BANK** in the amount of \$72,000.00, the present outstanding indebtedness, and interest earned thereon, but it is not the intention of **BANCORPSOUTH BANK** to subordinate, and it does not hereby subordinate, to any future advances made under, or obligations secured by, the aforementioned Deed of Trust in favor of **BANCORPSOUTH BANK**. It is further expressly provided that in the event that any intervening lien or encumbrance, consensual or otherwise, has attached or does attach to the property secured by the said Deed of Trust held by **BANCORPSOUTH BANK**, which lien or encumbrance would but for the subordination contained herein be junior and subordinate to the lien of the Deed of Trust held by **BANCORPSOUTH BANK** and senior to the aforesaid lien of the Deed of Trust mentioned above in favor of **BANCORPSOUTH BANK**, then the extent and amount of the subordination contained herein shall be reduced by the amount of any such intervening liens or

encumbrances.

IN WITNESS WHEREOF, **BANCORPSOUTH BANK** has caused this instrument to be executed by its duly authorized officer on this, the 7th day of October, 2002.

BANCORPSOUTH BANK,

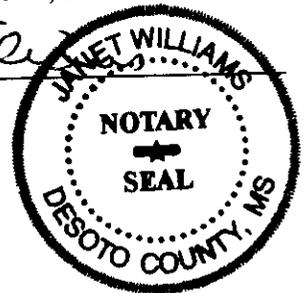
BY: [Signature]
NAME: Josh Sullivan
TITLE: Asst Vice President

STATE OF Mississippi
COUNTY OF Desoto

THIS DAY personally appeared before me, the undersigned authority within and for the State and County aforesaid, Josh Sullivan, known by me to be the Asst. Vice President of **BANCORPSOUTH BANK**, who acknowledged that he/she signed, executed and delivered the above and foregoing Subordination Agreement on the day and year therein mentioned as and for the voluntary act and deed of said **BANCORPSOUTH BANK**, being authorized so to do.

GIVEN under my hand and official seal on this, the 7th day of October, 2002.

[Signature]
NOTARY PUBLIC



(SEAL)

My Commission Expires: My Commission Expires: July 18, 2006

Prepared by and, after recording, return to:
Holcomb Dunbar, P.A.
P. O. Box 190
Southaven, MS 38671-0190
(662) 349-0664

STATE MS - DESOTO CO.

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W.E. DAVIS CH. CLK.