

BK 1587 PG 0409

STATE MS. - DESOTO CO.
FILED

Oct 24 11 04 AM '02

BK 1587 PG 409
W.E. DAVIS CH. CLK.

RECORDING REQUESTED BY/Prepared By:
Fidelity National Lenders Solution / Greg Gata
2550 North Redhill Ave.
Santa Ana, CA 92753
(800) 756-3524

When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, Ca. 92705
(800) 756-3524 ext. 5011

nders Solution
Ave.

365774

SUBORDINATION AGREEMENT

This Subordination Agreement is dated for reference 10/11/2002 and is between
TRUSTMARK NATIONAL BANK whose

principal address is 2510 HWY 51 SOUTH, HERNANDO, MS 38632

(called "Junior Lender") and

New Senior Lender's
Name : Wells Fargo

Senior Lender's
Address : WELLS FARGO HOME MORTGAGE, INC. P.O. BOX 5137, DES MOINES, IA 503065137

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note
(the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 05/22/1998

Borrower(s) Name(s) ("Borrowers") S DARLEN JORDAN AND SYLVIA D. JORDAN

Property Address : 8845 CEDAR CREST LN OLIVE BRANCH, MS 38654-0000

Legal Description of real property secured by Security Instrument ("Property") :

Recording Data on Security Instrument : Place : 05/22/1998 De Soto County

Recording Number : _____ Book : 1000 Page : 0601

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage
loan on the Property with a new first priority mortgage loan secured by the Property from New

Senior Lender in the original principal sum of \$ 112,888.00
(the "New Senior Security Instrument").

New Senior Lender will financing not provide this without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender .

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1.Subordination to New Senior Security Instrument.

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2.No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3.No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4.Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5.Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6.Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7.Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8.Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

BK 1587PG0411

NEW SENIOR LENDER : Wells Fargo

JUNIOR LENDER : TRUSTMARK NATIONAL BANK

BY :

BY :

Trustmark National Bank
Dewayne Flagg V.P.
Dewayne Flagg V.P.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF MS
COUNTY OF Desoto Co

ON 10/17/02 before me, Dewayne Flagg personally appeared

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.

Signature Dewayne Flagg V.P.
Dewayne Flagg V.P.

STATE OF MS
COUNTY OF Desoto

ON 10/17/02 before me, Dewayne Flagg personally appeared

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.

Signature Sheryl Nichols
Sheryl Nichols



Exhibit "A"

Loan Number : 472-0776313

Borrower : S D JORDAN And SYLVIA D
JORDAN

THE LAND LYING AND BEING SITUATED IN DESOTO COUNTY, MISSISSIPPI, BEING MORE PARTICULAR DESCRIBED AS FOLLOWS TO WIT:

LOT 11, GERMANTOWN MANOR SUBDIVISION, IN SECTIONS 16 AND 21, TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 9-10, IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

APN # 601-342-7281