

Prepared by and return to:
 N. MS Title & Escrow, LLC
 Hugh H. Armistead, Attorney
 P. O. Box 609
 Olive Branch, MS 38654
 (601) 895-4844

STATE MS. - DESOTO CO.
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 W.E. DAVIS CH. CLK.

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Bank of America



Real Estate Subordination Agreement
 (Bank of America to Third Party)

This instrument was prepared by and after recording return to:

Bank of America, N.A.
P.O. Box 26865
Richmond, VA 23261-7025
Attn: Portfolio Administration

This Real Estate Subordination Agreement ("Agreement") is executed as of March 31, 2003, by **Bank of America, N.A.**, formerly known as NationsBank, N.A. ("Bank of America"), having an address of P.O. Box 26865 Richmond, VA 23261-7025 ("Subordinator"), in favor of **Union Planters Mortgage**, having an address 7130 Goodlett Farms Parkway, Cordova, TN 38016 for notice purposes of (Junior Lienholder).

Whereas, **Bank of America** is the owner and holder of, or creditor under, the indebtedness described in and secured by a security instrument (deed of trust, deed to secure debt or mortgage) dated May 18, 2002, executed by **James E. Guy and Annie R. Guy** and which is recorded in **Volume/Book 1511, Page 0022**, and if applicable, **Document# N/A**, of the land records of **DeSoto, Mississippi**, as same may have been or is to be modified prior hereto or contemporaneously herewith (**the "Senior Lien"**), encumbering the land described therein (said land and such improvements, appurtenances and other rights and interests regarding said land, if any, as are described in the Senior Lien being called herein collectively, the "Property"); and

Whereas, Junior Lienholder has been requested to make a loan, line of credit or other financial accommodation to **James E. Guy and Annie R. Guy** (jointly and severally, "Borrower"), to be secured by, without limitation, either a deed of trust, deed to secure debt or mortgage (**the "Junior Lien"**), covering, without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note, line of credit agreement or other borrowing agreement made by Borrower and/or others payable to the order of **Union Planters Mortgage** in the maximum principal face amount of **\$212,000.00** (the "Principal Amount"); including provisions for acceleration and payment of collection costs (the "Obligation"); and

Whereas, Junior Lienholder requires, as a condition to the making of the Obligation, that the Junior Lien be superior to the Senior Lien;

Now, Therefore, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and with the understanding by Bank of America that Junior Lienholder will rely hereon in making the Obligation, Bank of America agrees and covenants that the Senior Lien and the rights of Bank of America thereunder and all other rights of Bank of America now or hereafter existing in or with respect to the Property are hereby subordinated, and are and shall remain completely and unconditionally subordinate to the Junior Lien and the rights of Junior Lienholder thereunder regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien and /or the Obligation.

This Subordination Agreement is limited to an amount of **\$212,000.00**, which is the original amount of the Junior Lienholder's principal balance; plus interest and any additional amounts advanced pursuant to the provision of said security instrument for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lienholder's rights in the Property. This Agreement shall inure to the benefit of Junior Lienholder and be binding upon Bank of America, its successors and assigns and shall be binding upon any purchaser or purchasers (at foreclosure or otherwise) of the Property or any part thereof, and their respective heirs, personal representatives, successors and assigns.

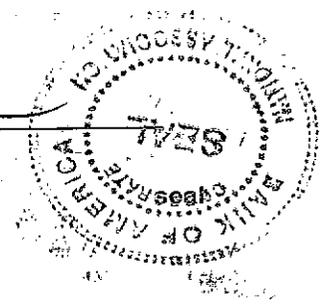
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Joy D. Creger
Witness name: Joy D. Creger

Valishia L. Jones
Witness name: Valishia L. Jones

Bank of America, N. A.

By: David W. Denson
David W. Denson
Vice President



Bank of America, N.A. Acknowledgment:

Commonwealth of VIRGINIA

County of HENRICO / City of RICHMOND

On this the 31st day of March, 2003, before me, Veronica A. McCall, the undersigned officer, personally appeared David W. Denson, who acknowledged him/herself to be the Vice President of Bank of America, N.A., a national association, and that (s)he, as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by him/herself as Vice President. In witness whereof I hereunto set my hand and official seal.

Veronica A. McCall
Signature of Person Taking Acknowledgment
Commission Expiration Date: October 31, 2006



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