

After Recording, Return To:

Montgomery Home Title, Inc.  
9701 West Higgins Road, Ste. 240  
Rosemont, Illinois 60018  
847-698-3900

BK 1894 PG 0122

STATE MS.-DESOTO CO.  
FILED

DEC 22 2 58 PM '03

**SUBORDINATION AGREEMENT**

13041  
TO: MORTGAGE INVESTORS CORP

BK 1894 PG 0122  
W.E. DAVIS CH. CLK.

(Lender)

FROM: Mississippi Valley Gas Company

(MVG)

RE: NOEL G. HOLCOMB

(Borrower)

Gentlemen:

To induce you, at your option, to make loans or extend credit to or for the account of Borrower, or to purchase or extend credit on any instrument in respect of which Borrower may be liable in any capacity, or to grant any renewal or extension of any thereof, the undersigned hereby agrees that any lien of any kind that the undersigned may now have or hereafter acquire in the real property described below shall be subordinate, inferior and subject to any lien, or security interest in said real property that you, your successors or assigns, may now have or hereafter acquire with respect to such loans or credits.

The legal description of the real property referenced above is as follows:

*Lots 222, Section C, Twin Lakes subdivision, in section 6,  
Township 2 South, Range 8 West, De Soto County Mississippi, as per  
plat thereof recorded in plat book 8, pages 41-43, in the office  
of the chancery clerk of De Soto County, Mississippi.*

Provided however, that all parties acknowledge and agree that there is presently located upon Borrowers' real property, certain personal property consisting of natural gas appliances subject to a perfected purchase money security interest of MVG, the priority of which shall be unaffected by this Subordination Agreement. The personal property is described in a UCC fixture filing filed for record in Book 1490 at Page 783 in the Office of the Chancery Clerk of DE SOTO County, Mississippi, reference to which is here made.

The parties agree that said appliances shall be, are, and shall remain personal

AFFIDAVIT

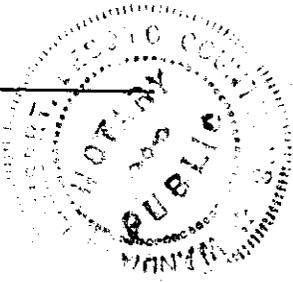
STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for said county and state, Noel & Holcomb + Rebecca <sup>A. Holcomb</sup>, Borrower, who acknowledged that they signed and delivered the above foregoing Subordination Agreement as \_\_\_\_\_ own voluntary act and deed and for the purposes therein stated.

Given under my hand and seal, this the 14 day of November, 2003.

Wanda H. Lambert  
NOTARY PUBLIC



My Commission Expires:  
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES APRIL 24, 2005  
BONDED THRU STEGALL NOTARY SERVICE

AFFIDAVIT

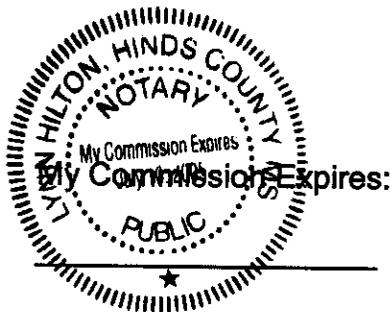
BK 1894 PG 0124

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, RICHARD W. WISE, Vice President & Division Counsel, of Mississippi Valley Gas Company, who acknowledged that he signed and delivered the above foregoing Subordination Agreement for and on behalf of Mississippi Valley Gas Company, having authority so to do.

Given under my hand and seal, this the 7 day of November, 2003.



Lynn Hilton  
NOTARY PUBLIC

AFFIDAVIT

STATE OF MISSISSIPPI

COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for said county and state, \_\_\_\_\_, \_\_\_\_\_ of \_\_\_\_\_ who acknowledged that \_\_\_\_\_ signed and delivered the above foregoing Subordination Agreement for and on behalf of \_\_\_\_\_, having authority so to do.

Given under my hand and seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

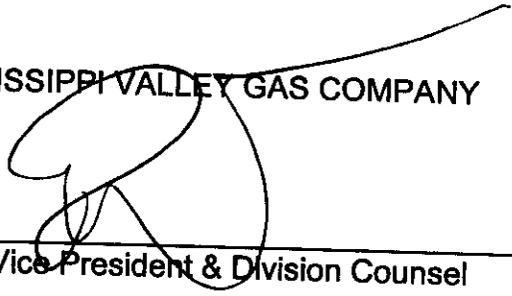
\_\_\_\_\_

property, notwithstanding their attachment to the real estate; and that title to, and ownership of, such appliances, and the right of possession in event of any default, shall remain in MVG until the purchase price is fully paid with interest. The undersigned Lender, by his signature hereon, hereby acknowledges that any lien or security interest possessed by it in said appliances shall be subordinate, inferior and subject to the existing lien of MVG to said appliances.

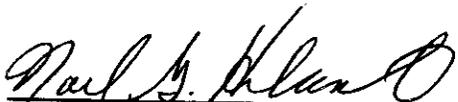
This agreement shall be void and of no effect unless signed by the above described lender and borrower.

Witness the signature of the parties this the 7 day of November, 2003.

MISSISSIPPI VALLEY GAS COMPANY

BY:   
ITS: Vice President & Division Counsel

AGREED:

  
Borrower

  
Borrower

\_\_\_\_\_  
Lender

BY: \_\_\_\_\_

ITS: \_\_\_\_\_