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NAME: Fidelity National Lenders Solution
ADDRESS: 2550 North Redhill Ave.
CITY: Santa Ana
STATE & ZIP: CA 92705

APN# 307264010

SUBORDINATION AGREEMENT

0641050261

This Subordination Agreement is dated for reference 06/07/2004 and is between

INSOUTH BANK whose

principal address is 6141 Walnut Grove, Memphis, TN 38120

(called "Junior Lender") and

New Senior Lender's

Name: WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A.

Senior Lender's

Address: P.O. BOX 5137 DES MOINES, IA - 50306-5137

(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: 02/18/2003

Borrower(s) Name(s) ("Borrowers"): JUDITH A ROSS AND CASEY CLAUDE BAXTER

Property Address: 2595 FOXWOOD CIR S HERNANDO, MS 386320000

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

Recording Date: 03/17/2003

County: DE SOTO

Recording Number: _____

Book: 1678

Page: 0041

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 \$ 46417.00

(the "New Senior Security Instrument"), *new mtg Date 3-31-04, recorded on 4-23-04 95 ~~Inst~~ Book 1973 pg 0035, DeSoto County records.*

New Senior Lender will not provide this financing 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 in 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.

NEW SENIOR LENDER WELLS FARGO HOME MORTGAGE, A DIVISION OF WELLS FARGO BANK, N.A.

JUNIOR LENDER: INSOUTH BANK

BY: Wesley Tomlinson, VP

BY: Wesley Tomlinson, VP

STATE OF Tennessee

COUNTY OF Shelby

On 6-10-04 before

Me, Charlotte Robinson

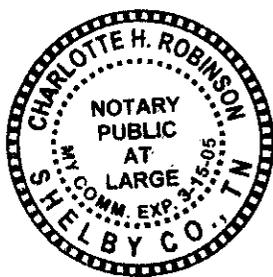
Personally Appeared Wesley Tomlinson, J.P.

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.

Charlotte H Robinson

Signature of Notary Public



(This area for notarial seal)

Legal Description

Exhibit "A"

Loan Number :

Borrower : JUDITH A ROSS And CASEY CL
BAXTER

THE HEREINAFTER DESCRIBED REAL
PROPERTY LOCATED IN DESOTO COUNTY, MISSISSIPPI, AND BEING DESCRIBED
AS FOLLOWS, TO WIT:

LOTS 30 AND 40, FOXWOOD PLANTATION SUBDIVISION, SITUATED IN
SECTION 4, TOWNSHIP 3 SOUTH, RANGE 7 WEST, AS PER PLAT THEREOF
RECORDED IN PLAT BOOK 30, PAGES 12-15, IN THE OFFICE OF THE
CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

APN: 307204010