

Return to:
Mark B. Miesse & Assoc., P.C.
7518 Enterprise Avenue
Germantown, TN 38138

This instrument was prepared by:
Bank of America
900 W. Trade Street
Charlotte, NC 28255

After recording return to:
Bank of America Collateral Tracking
9000 Southside Boulevard, Bldg 700
Jacksonville, FL 32256
Account #:

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

This Real Estate Subordination Agreement ("Agreement") is executed as of 08/05/2005, by Bank of America, N.A., having an address of 900 W. Trade Street, Charlotte, NC 28255

("Subordinator"), in favor of Bank of America, N.A., having an address for notice purposes of
Bank of America
4161 Piedmont Parkway
Greensboro, NC 27410

Whereas, Subordinator 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 01/05/1998, executed by Angela D. Hale

and which is recorded in Volume/Book 961, Page 227, and if applicable, Document Number _____, of the land records of Desoto County, MS, 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, Bank of America has been requested to make a loan, line of credit or other financial accommodation to Angela D. Hale (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

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PA, SC, SD, VA)

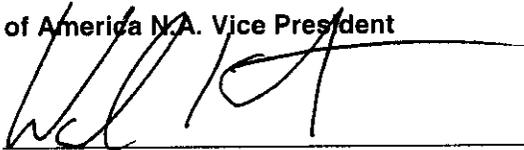
00-12-2395NSBW 02-2004

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 Bank of America in the maximum principal face amount of \$ 50,500.00 (the "Principal Amount"), including provisions for acceleration and payment of collection costs (the "Obligation"); the Junior Lien and the Obligation to contain such other terms and provisions as Bank of America and Borrower shall determine; and

Now, Therefore, for valuable consideration, Subordinator hereby subordinates the Senior Lien to Bank of America's Junior lien, subject to the terms of this Agreement. The Subordinator's Senior Lien is subordinated to Bank of America's Junior Lien only to the extent of the principal Amount of the Obligation and any amounts advanced pursuant to the terms of the Obligation or the security instrument for the payment of insurance premiums, taxes, costs of collection, protection of the value of the property or Bank of America's rights in the Property or foreclosure. All other rights of Subordinator now or hereafter existing in or with respect to the Property (including but not limited to all rights and to proceeds of insurance and condemnation) are hereby subordinated, and are and shall remain completely and unconditionally subordinate, to the Junior Lien and the rights of Bank of America regardless of the frequency or manner of renewal, extension, consolidation or modification of the Junior Lien or the Obligation.

This Agreement shall inure to the benefit of the Subordinator and Bank of America and their respective successors and assigns, including any purchaser(s) (at foreclosure or otherwise) of the Property or any part thereof, and their respective successors and assigns.

Bank of America N.A. Vice President



8/05/05

By: Wade Knutson

Date

Its: Vice President

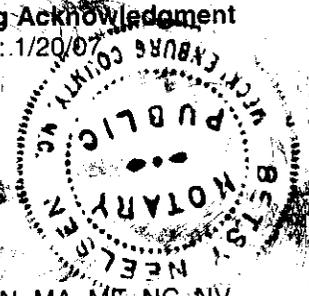
Bank of America Acknowledgment:

State/Commonwealth/District of NC

County/City of Gaston

On this the 5th day of August, before me, Betsy Neelsen
The undersigned officer, personally appeared Wade Knutson,
Who acknowledged him/herself to be the Vice President of Bank of America, N.A., and that (s)he, as such Trustee,
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.


Signature of Person Taking Acknowledgment
Commission Expiration Date: 1/20/07



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Bank of America CreditLine™ Account Modification Agreement

Borrower Name(s) (jointly and severally, "Borrower")
Angela D. Hale

Date: August 5, 2005

Account #

All Capitalized terms used below have the same meaning as set forth above or in the CreditLine Agreement)

THE CHANGES SET FORTH BELOW MAY TAKE UP TO FIVE (5) BUSINESS DAYS FROM THE EFFECTIVE DATE TO BE PROCESSED.

- Background.** Bank of America, N.A. (the "Bank") is the current creditor under the Bank of America CreditLine Agreement executed by Borrower (the "Agreement"), as same may have been previously modified from time to time. As of the Date, Borrower acknowledges and agrees that the information is correct, and the Agreement and any other document executed by Borrower (or executed on Borrower's behalf) have been properly executed and delivered to the Bank and are fully enforceable against Borrower. Additionally, Borrower acknowledges and agrees that Borrower has no counterclaims, setoffs or defenses or rights to counterclaims, setoffs or defenses to payment of the Agreement or if Borrower has any such counterclaims, setoff or defense, Borrower waives it unless prohibited by law. Any waiver of jury trial and/or consent to jurisdiction previously executed between any Borrower or guarantor who signed, endorsed or guaranteed the Agreement shall unconditionally be fully effective and shall fully extend to this CreditLine Account Modification Agreement (this "Modification") and any document executed in conjunction herewith.
- Request and Agreement.** Borrower requests, and the Bank agrees, for good and valuable consideration, which receipt is acknowledged, to modify the Agreement only as shown below. If not modified below, all other terms and conditions of the Agreement remain the same. Borrower and the Bank enter into this Modification as of the Date, with all modifications to be effective as of the Effective Date unless otherwise shown below. This Modification is not a novation, release or waiver of any right by the Bank. The Bank is authorized to modify any automatic payment schedule or amount, if applicable, to conform to this Modification.

Decrease the amount of the Line. The amount of the Line is decreased from \$ 50,500.00 to \$ 24,000.00
(Once the amount of the line is decreased, it may not be increased without additional requirements being met.)

THE UNDERSIGNED BORROWER(S) AGREE TO THE TERMS OF THIS MODIFICATION AGREEMENT UNDER SEAL AND ACKNOWLEDGE THAT I/WE HAVE RECEIVED A FULL AND COMPLETED COPY OF THIS MODIFICATION AGREEMENT (REGARDLESS IF MY OUR SIGNATURE(S) APPEAR(S) ON THE COPY.

Angela D. Hale (Seal) _____ (Seal)

_____ (Seal) _____ (Seal)