

PREPARED & RETURN TO:  
BRIDGFORTH & BUNTIN, PLLC  
P. O. BOX 241  
SOUTHAVEN, MS 38671  
662-393-4450

6/24/08 4:14:25  
BK 2,916 PG 435  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

## SUBORDINATION AGREEMENT

This Agreement is made and entered into by and between First Security Bank, Successor Trustee of the William F. McLemore Marital Trust, established May 11, 2002 (Successor Trustee), Dennis M. McLemore and wife Tammy C. McLemore (McLemores), and Rutledge Investment Company (Rutledge);

WHEREAS, the McLemores are the owners of certain real property located in DeSoto and Tunica Counties, Mississippi. Said real property is known as Green River Farm and is subject to a Deed of Trust dated November 14, 2005 given by the McLemores to James B. Rutledge as Trustee for the benefit of Rutledge and recorded in Book 201 Page 86 of the Trust Deed Records of the Chancery Clerk of Tunica County, Mississippi and assigned by Rutledge Investment Company to Prudential Insurance Company of America by Assignment recorded in Trust Deed Book 201, Page 571 of the records of said Clerk, and recorded in Book 2358, Page 358 of the Trust Deed Records of the Chancery Clerk of DeSoto County, Mississippi, said Assignment being recorded in Trust Deed Book 2367, Page 703 of the records of said Clerk; and

WHEREAS, the McLemores have entered into a new loan agreement with Rutledge (New Rutledge Loan) under the terms of which Prudential has released approximately 130 acres of Green River Farms which is more particularly described on Exhibit "A" attached hereto and whereby the New Rutledge Loan will be secured by a Deed of Trust granting Rutledge a first lien as to the 130 acre tract described on Exhibit "A" and a second lien as to the remainder of the property secured under the above Deed of Trust dated November 14, 2005; and

WHEREAS, on August 17, 2007 an *Order Denying Petition to Remove Gerald D. McLemore as Executor, for Money Judgments Against the Estate of Colleen McLemore, Dennis McLemore and Shannon McLemore, and For Other Relief* was entered in Cause No. 02-06-0878ML of the Chancery Court of DeSoto County, Mississippi, and on October 11, 2007 an *Order Setting Post-Judgment Interest Rate on Prior Money Judgments Against the Estate of Colleen McLemore, Dennis McLemore, and Shannon McLemore* was entered in the same cause number in the same cause; said Orders creating judgments in favor of the estate of W. F. McLemore against Dennis McLemore (Judgments); and

WHEREAS, all assets of the estate of W. F. McLemore have been transferred to the Successor Trustee, including but not limited to, the estate's rights under the Judgments; and

WHEREAS, the Successor Trustee has agreed to subordinate the Judgments and the liens created thereby to the New Rutledge Loan under the terms and conditions hereafter set forth:

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the mutual covenants and agreements of the parties as set forth herein, which are recognized and accepted by each party as good and valuable consideration, it is agreed by and between the parties as follows:

1. The Successor Trustee hereby subjects and subordinates any and all rights and liens which it has under the Judgments against Dennis McLemore to the full extent of all principal disbursed and interest accrued under the New Rutledge Loan, together with any and all amounts secured by the Deed of Trust and other loan documents executed by the McLemores in connection with the New Rutledge Loan. Rutledge may exercise any remedies available under

said loan documents or available at law without affecting the subordination created hereunder. The Successor Trustee hereby agrees that the New Rutledge Loan and any and all claims created thereby in favor of Rutledge shall be prior and superior to any rights and claims now held by Trustee in and to the property which secures the New Rutledge Loan.

2. The McLemores have, contemporaneously herewith executed an Assignment by which they grant, convey, give, assign, and pledge to the Successor Trustee any and all rights which they may have in and to the estate of Colleen H. McLemore. Simultaneously with the execution for the said Deed of Trust to Rutledge, the McLemores hereby agree to execute and deliver to the Successor Trustee a Deed of Trust as to their undivided interest in and to the real property located in DeSoto County, Mississippi described as follows:

- a. The property known as the Elvis Presley Place, being approximately 159.06 acres more particularly described on **Exhibit "B"** attached hereto;
- b. The property described as the Bank lot, being approximately 0.7957 acres as more particularly described on **Exhibit "C"** attached hereto;

Such Assignment and Deeds of Trust are given in trust to secure the Judgment against Dennis McLemore, together with all interest accruing thereon and any and all attorney's fees or costs of collection incurred by the Successor Trustee in connection with collection of the same.

3. In the event that this Subordination Agreement should be held invalid, ineffective, or should be set aside by a Court of competent jurisdiction, then the Assignment and the Deed of Trust executed by the McLemores in connection with the New Rutledge Loan shall likewise be deemed to be invalid, ineffective, and shall be set aside.

4. Nothing contained herein shall be deemed to impair the first lien Deed of Trust, dated November 14, 2005 in favor of Rutledge Investment Company and assigned to Prudential Insurance Company of America, as described above.

5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

6. This Agreement shall not be modified except in writing signed by all parties. This Agreement may be executed in counter-parts and when so executed shall constitute one fully integrated agreement.

7. This Agreement shall be governed by the laws of the State of Mississippi.

8. This Agreement shall be effective when executed by all parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]  
[SIGNATURES ON FOLLOWING PAGE]

FIRST SECURITY BANK, Successor Trustee of  
the William F. McLemore Marital Trust Established  
May 11, 2002

By: [Signature]  
Print Name: William R. Fleming  
Date: JUNE 19, 2008

[Signature]  
Dennis M. McLemore  
Date: 6/23/08

[Signature]  
Tammy C. McLemore  
Date: 6/23/08

STATE OF MISSISSIPPI

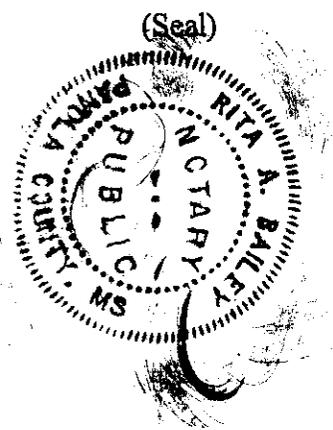
COUNTY OF PANOLA

THIS DAY PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforesaid, the within named William R. Fleming, who acknowledged that he/~~she~~ is the SR. TRUST OFFICER of First Security Bank, which is the Successor Trustee of the William F. McLemore Marital Trust Establish May 11, 2002, and that for and on behalf of the said First Security Bank as Successor Trustee of the said Trust, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized to do so.

Given under my hand and official seal this the 19<sup>th</sup> day of June, 2008.

[Signature]  
Notary Public

My Commission Expires December 12, 2010



STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority at law in and for the state and county aforementioned, the within named Dennis M. McLemore and wife, Tammy C. McLemore, who each individually acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal this the 23 day of June, 2008.

(Seal)

Luan F. Johnson  
Notary Public



EXHIBIT A

The North Half (N ½) of the Northeast Quarter (NE ¼) and the North 825' of the South Half of the Northeast Quarter (NE ¼), Section 30, Township 2 North, Range 9 West, Desoto County, Mississippi.

## Exhibit B

## PARCEL 1:

Part of the Northwest Quarter of Section 31 and North 60 feet of Southwest Quarter of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi, and being more particularly described as follows:

Commencing from the northwest corner of Section 31, Township 1 South, Range 8 West, and running thence North 89°58' East with the north line of Section 31 a distance of 307.64 feet to a point; thence South 00°02' East 40.0 feet to the northeast corner of the Central Guardian Life Insurance Company property described in Book 112, Page 496; thence North 89°58' East with the south line of Goodman Road 1958.79 feet to the northwest corner of the Marvin C. Franzen tract as described in Quit Claim Book 146, Page 22; thence South 00°19' West with the west line of said Franzen tract 177.8 feet to the southwest corner thereof; thence North 89°58' East with the south line of said Franzen tract 400.00 feet to a point in the west line of the William Bond, Inc. property as described in Book 81, Page 512; thence South 00°19' West with the west line of the Bond property and with the half section line of Section 31, a distance of 2481.30 feet to an iron pin found; thence South 89°58' West paralleling the half section line of Section 31 and 60 feet southwardly therefrom a distance of 2651.75 feet to a point in the west line of Section 31; thence NORTH with the west line of Section 31 a distance of 2428.71 feet to a point; thence North 89°58' East along the south line of the Central Guardian Life Insurance Company property 307.80 feet to the southeast corner thereof; thence North 00° 02' West with the east line of the Central Guardian Life Insurance Company 230.34 feet to the point of beginning, and containing 159.06 acres.

The above described property is part of the same property conveyed to Elvis A. Presley by Charles H. Davis, Trustee, as shown by Trustee's Deed dated May 15, 1972, and of record in Book 95, Page 606, of the Deed Records of DeSoto County, Mississippi, and also being the same property conveyed to Boyle Development Company by Elvis A. Presley as shown in Warranty Deed dated December 1, 1972 and of record in Book 101, Page 33 of the Deed Records of DeSoto County, Mississippi, and also being the same property described of record in Trustee's Deed recorded in book 142, Page 628, of the Deed Records of DeSoto County, Mississippi.

LESS AND EXCEPT:

PARCEL NO. 1

Begin at a point on the proposed Easterly right-of-way line of State Project No. 79-0030-01-009-10 that is 60.0 feet Easterly of and perpendicular to the centerline of said project at Station 147 + 72.83, said point being 706.6 feet North of and 66.9 feet East of the Southwest corner of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run South 00° 33' East along the proposed Easterly right-of-way line of said project, a distance of 1387.1 feet; thence run Southerly along a line that is 60.0 feet Easterly of and parallel with the centerline of said project, a distance of 372.7 feet; thence run South 00° 41' West along the last mentioned parallel line, a distance of 218.6 feet to the Southerly line of grantors property; thence run West along said Southerly property line, a distance of 52.0 feet to the present Easterly right-of-way line of Mississippi Highway No. 301; thence run North 00° 24' West along said present Easterly right-of-way line, a distance of 104.9 feet; thence run North 00° 10' West along said present Easterly right-of-way line, a distance of 1400.1 feet; thence run North 00° 14' West along said present Easterly right-of-way line, a distance of 472.8 feet; thence run North 89° 27' East along said present Easterly right-of-way line, a distance of 48.4 feet to the point of beginning, containing 2.43 acres, more or less, and

PARCEL NO. 2

Begin at a point that is 60 feet Easterly of and perpendicular to the centerline of State Project No. 79-0030-01-009-10 at Station 150 + 00, said point being 479.4 feet South of and 64.7 feet East of the Northwest corner of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run North 00° 33' West along the present Easterly right-of-way line of Mississippi Highway No. 301, a distance of 209.7 feet to a Northerly line of grantors property; thence run North 88° 00' East along said Northerly property line, a distance of 10.0 feet to the proposed Easterly right-of-way line of said project; thence run South 00° 33' East along said proposed Easterly right-of-way line, a distance of 109.9 feet to a point that is 70.0 feet Westerly of and perpendicular to the centerline of said project at Station 151 + 00; thence run South 05° 09' West along said proposed Easterly right-of-way line, a distance of 100.3 feet to the point of beginning, containing 0.04 Acres, more or less.

PARCEL NO. 3

Begin at a Northwest corner of grantors property, said point being 31.5 feet South of and 290.1 feet East of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West; from said point of beginning thence run South 89° 46' East along the present southerly right-of-way line of Goodman Road, a distance of 109.8 feet; thence run North 89° 42' East along said present southerly right-of-way line of Goodman Road, a distance of 150.2 feet to a point that is 40 feet southerly of and perpendicular to the centerline of Goodman Road at Station 35 + 50 as shown on the plans for State Project No. 79-0030-01-009-10; thence run South 82° 07' West along the proposed easterly right-of-way line of said project, a distance of 151.6 feet; thence run along a line that is 60 feet southerly of and parallel with the centerline of Goodman Road, a distance of 109.9 feet to a westerly line of grantors property; thence run North 00° 14' East along said westerly property line, a distance of 20.0 feet to the point of beginning, containing 0.08 acres, more or less, and

Parcels No. 1, 2 and 3 contain in the aggregate of 2.55 acres, more or less, and being situated in the West 1/2 of the Northwest 1/4 of Section 31, Township 1 South, Range 8 West, DeSoto County, Mississippi.

AND FURTHER LESS AND EXCEPT:

TOWNSHIP 1 SOUTH, RANGE 8 WEST, DEBOTO COUNTY, MISSISSIPPI.

Section 31:

Begin at the point of intersection of an Easterly line of Defendants property with the present Southerly right-of-way line of Mississippi Highway No. 302 as shown on the plans for Federal Aid Project No. 46-0021-01-D22-10; from said point of beginning run thence South 80° 20' West along said Easterly property line, a distance of 18.7 feet; thence run South 84° 32' West, a distance of 244.9 feet; thence run North 83° 11' West, a distance of 151.3 feet to a point that is 80 feet Southerly of and perpendicular to the centerline of survey of said project at Station 174+50; thence run South 89° 14' West, a distance of 165.3 feet; thence run South 89° 44' West, a distance of 285.6 feet; thence run South 76° 58' West, a distance of 139.0 feet; thence run North 89° 21' West, a distance of 30.0 feet; thence run North 77° 39' West, a distance of 148.1 feet to a point that is 50 feet Southerly of and perpendicular to the centerline of survey of said project at Station 157+00; thence run North 89° 21' West, a distance of 100.0 feet; thence run South 87° 48' West, a distance of 100.1 feet; thence run North 86° 29' West, a distance of 100.1 feet; thence run North 89° 21' West, a distance of 325.0 feet to a point on said present Southerly right-of-way line; thence run North 83° 04' East along said present Southerly right-of-way line, a distance of 75.7 feet; thence run Easterly along said present Southerly right-of-way line, a distance of 1695.2 feet to the point of beginning, containing 0.85 acres, more or less.

All of the above being situated in and a part of the Northwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Northwest 1/4.

Exhibit C

## PARCEL 2

Boundary survey of 0.7957, more or less, acre tract of land being located in the northwest quarter of Section 31, Township 1 South, Range 0 West, DeSoto County, Mississippi, and is further described by metes and bounds as follows:

Begin at a "P.K.Nail" (found) at the Accepted Northwest corner of the Northwest Quarter of Section 31, Township 1 South, Range 0 West; thence North 09 degrees 33 minutes 00 seconds West 4.56 feet to a point in the centerline of Goodman Road (Mississippi State Highway No. 302); thence North 09 degrees 27 minutes 00 seconds East 309.39 feet with said centerline of said Road to a point; thence South 00 degrees 33 minutes 00 seconds East 40.00 feet to a point; thence South 01 degree 07 minutes 25 seconds East 20.00 feet to an iron stake (set) in the (New) southerly line of said Goodman Road (Mississippi State Highway No. 302), said stake being also the True Point of Beginning for the herein described tract; thence South 09 degrees 27 minutes 11 second West 60.29 feet with the southerly line of said Road to a "Hub & Tack" stake (found as staked by Mississippi State Highway Department) at the intersection of the southerly line of Goodman Road (Mississippi State Highway No. 302) and the (New) easterly line of Mississippi State Highway No. 301; thence South 43 degrees 50 minutes 50 seconds West 207.27 feet with the easterly line of said Highway No. 301 to a "Hub & Tack" stake (found as staked by the Mississippi State Highway Department); thence South 01 degree 55 minutes 10 seconds East 05.02 feet with the easterly line of said Highway No. 301 to an iron stake (set) in an existing fence line; thence North 00 degrees 52 minutes 35 seconds East 213.06 feet to an iron stake (set); thence North 01 degree 07 minutes 25 seconds West 210.96 feet to the point of beginning containing 0.7957, more or less, acres of land being subject to all codes, regulations and revisions, easements and right-of-ways of record.