

6/03/09 2:20:55  
DK T BK 3,040 PG 145  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

**After Recording Mail To:**

Service Link  
4000 Industrial Boulevard  
Aliquippa, Pennsylvania 15001

**This instrument was prepared by:**

James H. Jones  
7959 Northridge Drive  
Walls, Mississippi 38680

**SUBORDINATION AGREEMENT**

TITLE OF DOCUMENT

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

This Subordination Agreement, made this 7 day of May, 2009 by **Secretary of Housing and Urban Development** (hereinafter referred to as Beneficiary), present owner and holder of the Deed of Trust and note first hereafter described, and \_\_\_\_\_ (hereinafter referred to as "Lender");

**WITNESSETH**

THAT WHEREAS, **James H. Jones and Sandra R. Jones, f/k/a Sandra R. Rayborn**, (hereinafter referred to as "Owner") did execute a Deed of Trust, dated **February 17, 2002** to **Secretary of Housing and Urban Development** as Beneficiary, covering that certain real property described as follows:

ALL THAT PARCEL OF LAND IN CITY OF WALLS, DE SOTO COUNTY, STATE OF MISSISSIPPI, AS DESCRIBED IN DEED BOOK 349, PAGE 401, ID# 1096230100000100, BEING KNOWN AND DESIGNATED AS LOT 1, SECTION A, LAKEVIEW VILLAGE SUBDIVISION, IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 9 PAGES 9-11, IN THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION.

Indexing Instructions:

MORE commonly known as: 7959 Northridge Drive, Walls, Mississippi 38680

to secure a note in the sum of **\$5,074.25** dated **February 17, 2002**, in favor of **Secretary of Housing and Urban Development** which Deed of Trust was recorded **April 1, 2002**, as BOOK **1482**, PAGE **559**, Official Records of said county, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note not to exceed the sum of \$ 120,000.00 dated May 15, 2009, in favor of Lender, payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first mentioned, Owner has requested Beneficiary to subordinate Beneficiary's lien to the lien about to be taken by the Lender; and

MCSF

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Loan No. \_\_\_\_\_

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of the Lender; and

WHEREAS, It is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said Deed of Trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust.

Beneficiary declares, agrees and acknowledges that:

- (a) It consents to and approves (i) all provisions of the note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.

Loan No. \_\_\_\_\_

- (c) It intentionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered unto but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Deed of Trust first above-mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

**NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF LAND.**



**EXHIBIT "A"**  
**Legal Description**

ALL THAT PARCEL OF LAND IN CITY OF WALLS, DE SOTO COUNTY, STATE OF MISSISSIPPI, AS DESCRIBED IN DEED BOOK 349, PAGE 401, ID# 1096230100000100, BEING KNOWN AND DESIGNATED AS LOT 1, SECTION A, LAKEVIEW VILLAGE SUBDIVISION, IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 9 WEST, AS SHOWN ON PLAT OF RECORD IN PLAT BOOK 9 PAGES 9-11, IN THE CHANCERY CLERKS OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION. BY FEE SIMPLE DEED FROM FREDDIE E. SMITH AS SET FORTH IN DEED BOOK 349, PAGE 401 DATED 03/18/1999 AND RECORDED 03/25/1999, DE SOTO COUNTY RECORDS, STATE OF MISSISSIPPI.