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Prepared by: Diana L. Nizzi for  
Wells Fargo Financial  
800 Walnut St  
Des Moines, IA 50309  
(888)227-3891

Return to:  
Wells Fargo Financial  
775 Goodman Rd, Ste 3  
Southaven, MS 38671

**SUBORDINATION AGREEMENT**

This agreement made this 17th day of September, 2009, between Wells Fargo Financial Mississippi 2, Inc. (hereinafter referred to as subordinating creditor), and Bank of America, N.A. (hereinafter referred to as favored creditor), witnesseth:

That in consideration of subordinating creditor entering into this subordination agreement, favored creditor agrees to lend not to exceed \$400,000.00 in accordance with that certain agreement between favored creditor and Marlin L. Mosby, III and Melinda June Mosby (debtor).

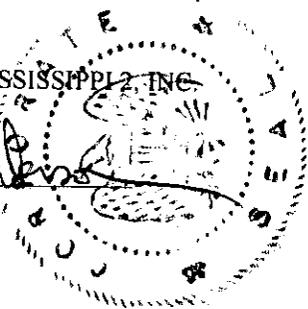
In consideration of favored creditor making aforesaid loan to debtor, subordinating creditor agrees that the Deed of Trust dated December 4, 2006, and recorded December 11, 2006 in DeSoto County, State of Mississippi, in Book No. 2,622, Page 316, and re-recorded December 21, 2006 in Book No. 2,629, Page 84, be subject, inferior, junior, secondary and subordinate to a Deed of Trust which is executed by debtor in favor of favored creditor as security for the aforesaid loan, and that said Deed of Trust and debt in favor of favored creditor shall have priority over said Deed of Trust in favor of subordinating creditor, with respect to the property legally described in the Deed of Trust executed in favor of subordinating creditor described above.

Legal Description: Lot 29, Oakdale Estates Subdivision, Section 8, Township 3, Range 7 West, in DeSoto County, Mississippi as shown on plat of record in Plat Book 13, Pages 31-36, in the Office of the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description.

Provided, however, that this agreement to subordinate shall not extend to any advances made by favored creditor after the date of the loan described above (except that this subordination agreement shall extend to any future advances made for taxes and insurance to protect favored creditor's interest), and provided, however, that this Agreement is based upon favored creditor's representation that subordinating creditor will not be reduced to less than a second mortgage position by virtue of executing this Agreement.

WELLS FARGO FINANCIAL MISSISSIPPI 2, INC.

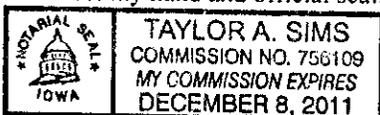
By Dean R. Anderson  
Dean R. Anderson, Vice President



STATE OF IOWA        )  
                                  ) SS:  
COUNTY OF POLK     )

On this the 17th day of September, 2009, before me, TAYLOR A. SIMS, the undersigned, personally appeared Dean R. Anderson, who acknowledged himself to be the Vice President of Wells Fargo Financial Mississippi 2, Inc., a Delaware corporation, and that in said representative capacity, he executed the above and foregoing instrument as the act and deed of the said corporation, after first having been duly authorized so to do.

In witness whereof, I hereunto set my hand and official seal.



Taylor A. Sims  
Notary Public

*Amset Title  
qui*