11/06/09 9:18:55
DK T BK 3,100 PG 148
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RECORDING REQUESTED BY

~~**AND WHEN RECORDED MAIL TO:**~~

Citibank
1000 Technology Dr MS 321
O'Fallon, MO 63368

Account # 109080511200000

Space Above This Line for Recorder's Use Only (2-2)

A.P.N.: 2065/6070-00047 Order No.: _____ Escrow No.: _____

SUBORDINATION AGREEMENT

10-585532-4

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 AGREEMENT, made this 6th day of October, 2009, by

Albert R. Weinerman And **Laura Annette Weinerman**, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FSB as successor to American Mortgage Network present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about _____, _____ to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of **$ 55,485**, dated 6/19/2006, in favor of Creditor, which mortgage or deed of trust was recorded on 7/17/2006 in Book 2518, Page 445, and/or Instrument # _____, in the Official/ Records of the Town and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than $285,500 to be dated no later than 10-26, 2009, in favor of Bank of America, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said mortgage or deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

1st Am

4

CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 as follows:

(1) That said mortgage or deed of trust securing said note in favor of Lender, 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

(a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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 that those provided for in such agreements shall not defeat the subordination herein made in whole or part;

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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 into but for said reliance upon this waiver, relinquishment and subordination; and

(d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:

CITIBANK, N.A.

By _____
Printed Name Jo Ann Bibb
Title Assistant Vice President

OWNER:

_____
Printed Name _____
Title _____

_____
Printed Name _____
Title _____

_____
Printed Name _____
Title _____

_____
Printed Name _____
Title _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF MISSOURI)
County of ST.LOUIS) Ss.

On 10-06-09, before me, Kevin Gehring personally appeared Jo Ann Bibb
Assistant Vice President of
Citibank N.A.
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.

_____
Notary Public in said County and State

KEVIN GEHRING
Notary Public - Notary Seal
State of Missouri, St Louis County
Commission # 05399909
My Commission Expires Dec 30, 2009

Form No. 3301 (01/08)
Short Form Commitment

ORDER NO: **1001240754TCT**
FILE NO: **1001240754TCT**
CUSTOMER REF:

Exhibit "A"

Real property in the City of **Olive Branch**, County of **Desoto**, State of **Mississippi**, described as follows:

LOT 47, PHASE I, ESTATES OF SOUTHERN TRAILS, LOCATED IN SECTIONS 16, TOWNSHIP 2 SOUTH, RANGE 6 WEST, DESOTO COUNTY MISSISSIPPI, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 89, PAGES 24, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI.

APN #: **206516070-00047**