

WHEN RECORDED MAIL TO: + prepared by.  
GMAC Mortgage, LLC  
1100 Virginia Drive  
Ft. Washington, PA 19034  
Attn: Marnessa Birckett

12/28/09 1:34:20  
DK T BK 3,119 PG 106  
DESDOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

RE: AUTO:

National Link  
4000 Industrial Blvd  
Albuquerque, NM 87101

**SUBORDINATION AGREEMENT**

# 2115000

THIS AGREEMENT, made November 24, 2009, by Mortgage Electronic Registration Systems Inc., present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH:**

THAT Darryl D. Tate and Vivian R. Tate, ("Owner"), did execute a Deed of Trust dated 3/6/07, to Dennis F. Hardman, as trustee, covering:

**SEE ATTACHED**

To secure a Note in the sum of \$65,000.00 dated 3/6/07 in favor of Mortgage Electronic Registration Systems Inc., which Deed of Trust was recorded on 4/25/07 as book 2704, page 517, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$150,220.00 dated Dec 14, 2009 in favor of National City Mortgage, a division of National City Bank, and/or the Secretary of Housing and Urban Development, ISAOA, ATIMA, hereinafter referred to as "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 above mentioned; and

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 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 Beneficiary's Deed of Trust first above mentioned.

- (1) That said 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

MCS P.

It intentionally and unconditionally 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, a specific loan is being 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.

**Mortgage Electronic Registration Systems Inc**



By: \_\_\_\_\_

James Callan

Title: Vice President

Attest: \_\_\_\_\_

Marnessa Birckett

Title: Assistant Secretary

**COMMONWEALTH OF PENNSYLVANIA**

:

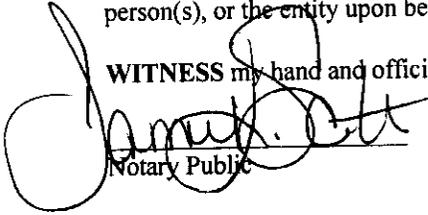
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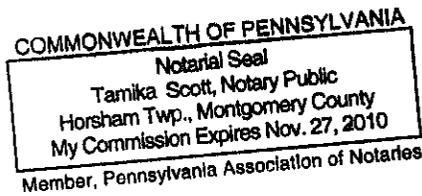
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**COUNTY OF MONTGOMERY**

On this 11-24-09, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared James Callan, Vice President and Marnessa Birckett, Assistant Secretary 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



## Exhibit "A" Legal Description

All that certain parcel of land situated in the County of Desoto, State of Mississippi, being known and designated as Lot 185, Section E, Ranch Meadows P.U.D. Subdivision, located in Section 25, Township 1 South, Range 9 West, Desoto County, Mississippi, as recorded in Plat Book 83, page 39-40, in the Office of the Chancery Clerk of Desoto County, Mississippi.

TAX ID: 1097252100018500