3/03/10 10:48:18
DK T BK 3,139 PG 72
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

SUBORDINATION AGREEMENT

Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 ext. 5011
CRS #: 7960667

APN: 2-06-4-18-01-0-00045.00

Prepared by:
Sandee Kim
Custom Recording Solutions
2550 N Red Hill Ave.
Santa Ana, CA 92705
800-756-3524 ext. 5011

Indexing Instructions: Lot 45, College Hills P.U.D. 1St Revision, Section 18, Township 2 South, Range 6 West

LSI

6

RECORDING REQUESTED BY :

WHEN RECORDED RETURN TO :

Custom Recording Solutions

2550 North Redhill Ave.

Santa Ana, CA 92705

800-756-3524 Ext. 5011

SUBORDINATION AGREEMENT

New Loan #: 0215213

MS7960667 192

This Subordination Agreement is dated for reference 01/09/2010 and is between

RENASANT BANK whose

principal address is 209 TROY ST., TUPELO, MS 38802

(called "Junior Lender") and

New Senior Lender's

Name : WELLS FARGO BANK N.A.

Senior Lender's

Address : 3 STEP CENTRALIZED FULFILLMENT 1525 W WT HARRIS BLVD. BLDG: 1A2 , MAC: D1108-02F, CHARLOTTE, NC 28262

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument"):

Date of Note and Security Instrument : 6/16/2003

Borrower(s) Name(s) ("Borrowers") : Brian Scott and Heather Suzanne Everson

Property Address: 3706 LAKE VILLAGE CO, OLIVE BRANCH, MS 38654

Legal Description of real property secured by Security Instrument ("Property") :

See Exhibit A (Attached)

Recording Date : 1/26/2009 County : DESOTO Amount : $18,000.00

Recording Number : Book : 2985 Page : 758

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the orginal principal sum* of $103,983.00 Date: 2-26-2010

* NOT TO RECORD

(the "New Senior Security Instrument"). PLEASE RECORD W/ DOT

New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lienholders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or novation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

JUNIOR LENDER: RENASANT BANK

BY :

NAME : Jack Talbert

TITLE : First Vice President

STATE OF Mississippi

COUNTY OF Desoto

On January, 23, 2010 before

Me, A notary public

Personally Appeared Jack Talbert First VP
R Pleasant Bank

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 acknowledge 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 offical seal.

Signature of Notary Public

Jennifer L Scott

JENNIFER L. SCOTT, DESOTO COUNTY, MS
NOTARY PUBLIC
My Commission Expires January 23, 2010

Order ID: 7960667
Loan No.: 0119120053

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 45, College Hills Planned Unit Development, First Revision, situated in Section 18, Township 2 South, Range 6 West, DeSoto County, Mississippi, according to a map or plat thereof which is on file and of record in the Office of the Chancery Clerk of DeSoto County, State of Mississippi, in Plat Book 55 at Page 3-5, reference to which is hereby made in aid of and as a part of this description.

Assessor's Parcel Number: 2-06-4-18-01-0-00045.00