
Subordination Agreement

Prepared by: Barbara Edwards
Wells Fargo Bank NA
1525 W W.T Harris Bl
MAC D1108-02F
Charlotte, NC 28262
Phone #: 800-945-3056

Recording Requested by: LSI
When recorded returned to:
*
enw Custom Recording Solutions
2550 N. Redhill Ave
Santa Ana, CA 92705
800-756-3524 ext. 5011

CRS# 8872925

Indexing Instructions: Lot 74, Phase 1, College Park Sub, Sec 11, Twp 2 S, Range 6 W,
Desoto County, MS, Book 79, Page 30

{Space Above This Line for Recording Data}

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31537
MAC B6953-013
Billing, MT 59107-90900

This Instrument Prepared by:

Wells Fargo.
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Reference: 7026341726

Account: XXX-XXX-XXX6522-1998

SUBORDINATION AGREEMENT

LINE OF CREDIT DEED OF TRUST (SECURING FUTURE ADVANCES UNDER A LINE OF CREDIT)

Effective Date: 5/25/2010

Owner(s): LARRY L FOLKERTS

Current Lien Amount: \$37,105.00.

Senior Lender: Wells Fargo Bank, N. A.

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee: JEFFREY WAGNER

SUBORDINATION ONLY_MS V1.0
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Property Address: 4059 SIDLEHILL DR, OLIVE BRANCH, MS 38654

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

LARRY L FOLKERTS, AN UNMARRIED MAN. (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Line Of Credit Deed Of Trust (Securing Future Advances Under A Line Of Credit) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 2nd day of August, 2007, which was filed in Book 2,768 at page 370 (or as No. N/A) of the Records of the Clerk of the Chancery Court of the County of DE SOTO, State of Mississippi (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to LARRY L FOLKERTS (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$121,290.00* (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

*Please record concurrently with new Deed of Trust
The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

Order ID: 8872925

Loan No.: 0171908494

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 74, Phase I, College Park Subdivision, located in Section 11, Township 2 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 79, Page 30, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Assessor's Parcel Number: 2-06-1-11-06-0-00074-000