

7/29/10 9:14:04
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DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:

PNC Bank, NA, as successor by merger to National City Bank

6750 Miller Rd.
Brecksville, OH 44141
NA

04/14/2010

Requestor of Subordination: Lori H Mikos

Re: APRIL BAUCHMOYER and KARL BAUCHMOYER Wife and Husband

Loan account number ending in: 5626

To Whom It May Concern:

PNC Bank, NA, as successor by merger to National City Bank has executed the attached subordination agreement. The original executed agreement is enclosed for you to file. The original executed subordination instrument is being submitted on these conditions:

1. That, even in the event of contrary language in the agreement, the attached subordination is to be accepted by you as a subordination of our lien only and not as a subordination of the PNC Bank, NA, as successor by merger to National City Bank debt or to the right of PNC Bank, NA, as successor by merger to National City Bank to payment of the debt owed to it, and,
2. The agreement of PNC Bank, NA, as successor by merger to National City Bank to subordinate its lien is contingent on you filing, in the appropriate public office that accepts mortgages or deeds of trust, the new mortgage/deed of trust instrument given by you to our mutual customer.

PNC Bank, NA, as successor by merger to National City Bank
Subordination Specialist

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Return to:
First National Title, LLC
6880 Cobblestone Blvd, Suite 2
Southaven, MS 38672
(662) 892-6536
File # 17117

**SUBORDINATION AGREEMENT
(DEED OF TRUST)**

This Subordination Agreement ("Agreement") is entered into by **PNC Bank, NA, as successor by merger to National City Bank**, for itself and/or its successors and assigns (or, **PNC Bank, NA, as successor by merger to National City Bank**, for itself and/or its successors and assigns, as successor in interest to) ("Subordinating Beneficiary"), and **PNC Mortgage a division of PNC Bank, NA** ("New Lender") on **04/14/2010**.

RECITALS

WHEREAS, **APRIL BAUCHMOYER and KARL BAUCHMOYER Wife and Husband** ("Borrower") executed a certain deed of trust dated **07/14/2006**, in favor of **PNC Bank, NA, as successor by merger to National City Bank** or its predecessor-in-interest identified above, which deed of trust was duly recorded on **07/18/2006**, in Record No. **2519** on Page **1**, as Instrument No. _____, in the **DeSoto** County Recorder's Office, State of **MS** ("Existing Deed of Trust"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

852 Parham Circle, Southaven, MS 38671

WHEREAS, the New Lender desires to make a loan in the amount of **\$116,861.93** (the "New Loan") to be secured by a deed of trust on the Property (the "New Deed of Trust"), which New Deed of Trust is dated **5-10-2010**.

WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, and Subordinating Beneficiary is hereby willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Beneficiary and New Lender agree as follows:

1. The lien of the Existing Deed of Trust is hereby subordinated and postponed in priority to the lien of the New Deed of Trust, in the same manner and with like effect as though the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Deed of Trust; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Deed of Trust for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.

2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Deed of Trust, and

nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Beneficiary under any obligations secured by the Existing Deed of Trust, and Subordinating Beneficiary specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Deed of Trust, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and

3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Beneficiary. Any modification of the New Loan without the prior written consent of Subordinating Beneficiary shall render this Agreement null and void and of no further force and effect.

PNC Bank, NA, as successor by merger to National City Bank

By: Kelly Clemenich
Name: **Kelly Clemenich**
Title: **Officer**

Signed and Acknowledged in the Presence of:
Kristen Hubbard
Kristen Hubbard, Witness

Marcia Afton
Marcia Afton, Witness

STATE OF OHIO

} SS

County of Cuyahoga

On the APR 14 2010, before me, the undersigned, a Notary Public, personally appeared **Kelly Clemenich, Officer**, 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.

John McGonegal
Notary Public:
My Commission Expires:
County Of Residence:



John McGonegal
Notary Public, State of Ohio.
My Commission Exp. 6-28-12

This instrument prepared by **Marcia Afton, PNC Bank, NA, as successor by merger to National City Bank.**

Please return to:

PNC Bank
ATTN: Marcia Afton
6750 Miller Road, Loc BR-YB58-01-B
Brecksville OH 44141

Approval Deed 091112