8/25/10 9:53:09
DK T BK 3,203 PG 736
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

{Space Above This Line for Recording Data}

Recording requested by: LSI
When recorded return to :
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 Ext. 5011

9170380

This Instrument Prepared by:
Wells Fargo.
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

Reference: 109541344 Account: XXX-XXX-XXX3807-0001

SUBORDINATION AGREEMENT
DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)

Effective Date: 7/1/2010

Owner(s): DAVID ADDLEMAN
LINDA G ADDLEMAN

Current Lien Amount: $30,000.00.

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

4

Property Address: 2471 EVENING SHADE 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.

DAVID ADDLEMAN AND WIFE, LINDA G. ADDLEMAN, AS TENANTS BY THE ENTIRETY, WITH FULL RIGHTS OF SURVIVORSHIP AND NOT AS TENANTS IN COMMON (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 Deed Of Trust (With Future Advance Clause) given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 23rd day of September, 2004, which was filed in Book 2092 at page 0434 (or as No. N/A) of the Records of the Clerk of the Chancery Court of the County of DESOTO, 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 DAVID ADDLEMAN and LINDA G ADDLEMAN (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 $115,201.00 (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.

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.

C. Appointment of Substitute Trustee *If Applicable*

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

D. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

SUBORDINATING LENDER:
Wells Fargo Bank, N.A.

By _____ 7/1/2010
(Signature) Date

Barbara Edwards
(Printed Name)

Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1st day of July, 2010, by Barbara Edwards, as Work Director of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

_____ (Notary Public)
Douglas J. Stermer

OFFICIAL SEAL
DOUGLAS J STERMER
NOTARY PUBLIC - OREGON
COMMISSION NO. 447988
MY COMMISSION EXPIRES APRIL 01, 2014

Order ID: 9170380
Loan No.: 0306641788

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 14, Evening Shade Subdivision, located in Sections 22 and 23, Township 2 South, Range 6 West, DeSoto County, Mississippi, as recorded in Plat Book 65, Pages 47-51, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Assessor's Parcel Number: 2-06-6-23-01-0-00014-00