
Subordination Agreement

Prepared by: Barbara Edwards
Wells Fargo Bank, NA
P.O. Box 4149
Portland, OR 97208
Phone #: 800-945-3056

Recording Requested by: LSI

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

CRS# 9094174

Indexing Instructions: Lot 197, Section 7, Township 2 South, Range 5 West, Desoto
County, MS

Grantor: Keith Courtney
Alicia Courtney
Wells Fargo Bank, NA

Grantee: Wells Fargo Bank, NA

MS9094174

{Space Above This Line for Recording Data}

0003952415

197

Recording Requested By/Return To:
~~Wells Fargo Bank~~
Attention CPS3-VA0343
~~P.O. Box 50010~~
~~Roanoke, VA 24022~~

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

Reference: 719222009166602

Account: XXX-XXX-XXX7644-0001

**SUBORDINATION AGREEMENT
DEED OF TRUST**

Effective Date: 6/25/2010

Owner(s): KEITH COURTNEY
ALICIA COURTNEY

Current Lien Amount: \$51,200.00.

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: WACHOVIA BANK, NATIONAL ASSOCIATION

SUBORDINATION ONLY_MS V1.0
000000000050745

Property Address: 4217 LONG LEAF, 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.

KEITH COURTNEY, ALICIA COURTNEY (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 given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 19th day of April, 2006⁴, which was filed in Book 245⁷ at page 16 (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 KEITH COURTNEY and ALICIA COURTNEY (individually and collectively "Borrower") by the Subordinating Lender.

** Recorded on: 4/29/2006*

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$197,059.00⁵ (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.

** 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: 9094174
Loan No.: 0308339415

**EXHIBIT A
LEGAL DESCRIPTION**

The following described property:

Lot 197, Phase 3, Forest Hill Community PUD, in Section 7, Township 2 South, Range 5 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 72, Page 35, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

Assessor's Parcel Number: 2-05-3-07-06-0-00197-00