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**SPARKMAN, ZUMMACH & PERRY, P.C.**  
**ATTORNEYS AT LAW**

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RECORDING REQUIREMENTS OF M.C.A. §89-5-24

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Prepared by/Return to:  
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Sparkman, Zummach & Perry, P.C.  
Attorneys at Law  
Post Office Box 266  
Southaven, MS 38671-0266  
662-349-6900  
FILE #: 100381

Grantor: MERS, Inc.  
Grantor Address: P.O. Box 266, Southaven, MS 38671  
Grantor Telephone Number: Home-N/A Work-800-226-9853

Grantee: SunTrust Mortgage  
Grantee Address: 7770 Poplar Avenue, Germantown, TN 38138  
Grantee Telephone Number: Home- N/A Work- 901-753-3338

NAME OF INSTRUMENT: Subordination Agreement

INDEXING INSTRUCTIONS:

Lot 120, Windstone Subdivision, situated in Section 26, township 1 South, Range 7  
West as per plat recorded in Plat Book 70, Page 40 in the office of the Chancery  
Clerk of Desoto County, Mississippi

## SUBORDINATION AGREEMENT

0206279648

THIS AGREEMENT made this 24 day of Sept., 2010, by and between MERS, Inc (hereinafter referred to as "Bank") and Justin Ralls Holly Ralls (hereinafter referred to as "Borrower").

The parties recite and declare that:

a) Bank has a lien in the amount of \$ 54,200.00 against Borrower recorded in Book 2763, Page 764, the Office of the Chancery Court Clerk of DeSoto County, Mississippi, covering the following described property:

Lot 120, Windsor Subdivision, in Section 26, Township 1 South, Range 7 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 70, Page(s) 40 in the office of the Chancery Clerk of DeSoto County, Mississippi.

\* b) Borrower desires to obtain a loan in the amount of \$ 161,050.00 from SunTrust Mortgage (hereinafter referred to as "Lender"), but Lender requires that such loan be secured by a Trust Deed on said property that will be prior to Bank's lien.

c) Bank is willing to subordinate their lien insofar as it encumbers the above described premises to the aforesaid Trust Deed Borrower will execute in favor Lender in order that Borrower may obtain such loan from Lender.

For the reasons set forth above, and in consideration of the mutual covenants and promises of the parties hereto, it is agreed as follows:

1. Subordination. As an inducement to Lender to grant such loan to Borrower, Bank does hereby subordinate the lien against Borrower on the property hereinabove described, to the Trust Deed in favor of Lender that is being or has been recorded. Bank and Borrower declare that the lien of the Trust Deed in favor of Lender shall be and is in all respects a lien prior and superior to the lien of the Trust Deed in favor of Bank.

2. Approval of Loan Terms. The terms of the loan from Lender to Borrower are as follows: Bank hereby approves such terms.

3. This Agreement shall inure to the benefit of Lender, its successors and assigns, and shall be binding on Bank and Borrower, their successors and assigns.

\* Said Deed of Trust filed in Deed Book 3,231, Page 565 in the office of the Chancery Clerk of Desoto County, MS

IN WITNESS WHEREOF, The parties have executed this Agreement on the day and date first written above.

By Cynthia J Thompson  
Its: Cynthia J Thompson

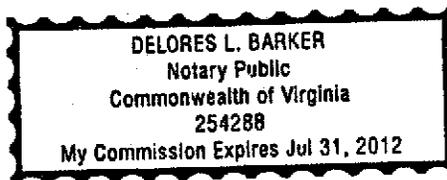
Virginia  
State of ~~Mississippi~~  
County of ~~DeSoto~~  
City of Richmond

Personally appeared before me, the undersigned authority in and for the said county and state, on this 24<sup>th</sup> day of September, 2010, within my jurisdiction, the within named Cynthia J Thompson, who acknowledged that he/she is Vice President at MERS, Inc., and that for and on behalf of said bank, and as its act and deed, he/she executed the above and foregoing instrument, after having been duly authorized by said bank so to do.

Delores L Barker  
Notary Public

My commission expires:

7-31-2012



BK 2,763 PG 763

DK T BK 3,249 PG 68

**Legal Description Exhibit**

Lot 120, Phase 1, 1st Revision, Windstone Subdivision, situated in Section 26, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 70, Page 40 in the Chancery Clerk's Office of DeSoto County, Mississippi.

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