

*W.E. Davis*

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DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

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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:  
Joseph M. Sparkman, Jr. MS # 9438  
Sparkman, Zummach & Perry, P.C.  
Attorneys at Law  
Post Office Box 266  
Southaven, MS 38671-0266  
662-349-6900  
FILE # : 100527

Grantor: Wells Fargo, P.O. Box 4149, MAC P6051-019, Portland, OR 97208-4149  
Grantor Address: 7746 Hunters Creek Drive, Olive Branch, Mississippi 38365-4  
Grantor Telephone Number: Home-N/A Work-800-945-3056

Grantee: Trustmark National Bank  
Grantee Address: P.O. Box 5922, Troy, MI 48008  
Grantee Telephone Number: Home- NONE Work- (662)429-2329

NAME OF INSTRUMENT: Subordination Agreement

INDEXING INSTRUCTIONS:

Lot 101, Section "I", Hunters Run Subdivision, in Section 20, Township 1 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 34, Page 14, in the office of the Chancery Clerk of DeSoto County, Mississippi.

{Space Above This Line for Recording Data}

**Recording Requested By/Return To:**

Wells Fargo  
P.O. Box 31557  
MAC B6955-013  
Billings, 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: 9019030167

Account: XXX-XXX-XXX2815-1998

**SUBORDINATION AGREEMENT  
DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)**

Effective Date: 10/25/2010

Owner(s): SUSAN J POWELL  
CHRISTOPHER S POWELL

Current Lien Amount: \$50,000.00.

Senior Lender: Trustmark National Bank

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  
000000000141118

Property Address: 7746 HUNTERS CREEK 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.

CHRISTOPHER S. POWELL AND WIFE, SUSAN J. POWELL, AS TENANTS BY THE ENIRETY WITH FULL RIGHTS OF SURVIVIORSHIP 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 19th day of June, 2003, which was filed in Book 1777 at page 605 (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 SUSAN J POWELL and CHRISTOPHER S POWELL (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 \$110,500.00 (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 *[Signature]*  
(Signature)

10/25/2010  
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 25 day of Oct, 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.

*Rebecca Drey* (Notary Public)

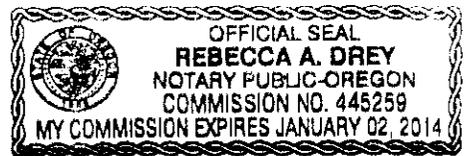


EXHIBIT "A"

Lot 101, Section "T", Hunters Run Subdivision, located in Section 20, Township 1 South, Range 6 West, as recorded in Plat Book 34, Page 14 in the office of the Chancery Clerk of DeSoto County, Mississippi.