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**Recording Requested By/Return To:**

Wells Fargo Bank  
Attention: CPS3 - VA0343  
P. O. Box 50010  
Roanoke, Virginia 24022

**This Instrument Prepared by:**

Wells Fargo Bank  
Lending Solutions - VA 0343  
7711 Plantation Road  
Roanoke, Virginia 24019

Account Number: XXXX-XXXX-1000-5538      Visit Number      0700895427

**SUBORDINATION AGREEMENT FOR  
OPEN-END DEED OF TRUST**

Effective Date: 12/10/2010

Owner(s): RANDY WISEMAN

Current Lien Amount: \$ 30,000.00

Senior Lender: Wells Fargo Bank, N.A. a successor in interest to Wachovia Bank, N.A.

Subordinating Lender: Wachovia 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: TRSTE, INC.

Property Address: 10235 AMANDA 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.

RANDY WISEMAN

(individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender and the Trustee, if applicable, has an interest in the Property by virtue of a OPEN-END DEED OF TRUST (the "Existing Security Instrument") given by the Owner, covering that real property, more particularly described as follows:

See Attached Schedule A

which document is dated the 19 day of JANUARY, 2007, which was filed in Book 2658 at page 134 (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 secures repayment of a debt evidenced by a note or a line of credit agreement extended to RANDY WISEMAN *this recorded 2/9/07*

(individually and collectively "Borrower") by the Subordinating Lender.

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

X The Senior Lender has an existing loan in the original principal amount of \$ 86,735.68 (the "Senior Loan") to the Borrower, which was intended to be secured by a first lien mortgage on the Property. The Senior Loan is secured by a DEED OF TRUST, executed by Borrower, as trustor, in favor of Jeffrey Wagner, as trustee for the benefit of Wells Fargo Bank NA a successor to Wachovia Bank NA as beneficiary and recorded on 02/09/2007 of the Records of the Clerk of the Chancery Court of the County of DESOTO, State of Mississippi as Instrument No. N/A, BK - 2658, PG - 152 (the "Senior Security Instrument"). Through an inadvertent error, the Junior Security Instrument was recorded prior to the Senior Security Instrument.

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 TRSTE, INC. , 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 TRSTE, INC. as Trustee and designates and appoints Jeffrey Wagner 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.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

**SUBORDINATING LENDER:**

Wachovia Bank, N.A.

By *Tramica Reynel Tolliver*  
(Signature)

12.10.10  
Date

TRAMICA REYNEL TOLLIVER  
(Printed Name)

OFFICER  
(Title)

**FOR NOTARIZATION OF LENDER PERSONNEL**

STATE OF Virginia     )  
  )ss.  
COUNTY OF Roanoke    )

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 10 day of Dec 2010, by Tramica Reynel Tolliver as Officer of Wells Fargo Bank, N.A., 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.

*Susan F. Woods* (Notary Public)



Embossed Hereon is My Commonwealth of VA  
Notary Public Seal - City of Roanoke  
My commission expires 12/31/2011  
Susan F. Woods ID # 7134636

## **SCHEDULE "A"**

**THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF DESOTO  
AND STATE OF MISSISSIPPI, DESCRIBED AS FOLLOWS:**

**LOT 72, SECTION E, PHILLIPS PLACE SUBDIVISION, IN SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 6 WEST, DESOTO COUNTY, MISSISSIPPI, AS  
PER PLAT THEREOF RECORDED IN PLAT BOOK 44, PAGE 26, IN THE  
OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.**

**KNOWN: 10235 AMANDA DR**

**INDEXING INSTRUCTIONS: LOT 72, SECTION E, COUNTY OF DESOTO AND  
STATE OF MISSISSIPPI**