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

Account Number: XXX-XXX-XXX9101-1998 Reference Number 353225111738313

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

Effective Date: 3/16/2012

Owner(s): KENNETH M FRANK
CHRISTINE M FRANK

Current Lien Amount: \$ 47,250.00 .

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

Property Address: 2262 DICKENS PLACE DR, SOUTHAVEN, MS 38672

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.

KENNETH M FRANK, AND CHRISTINE M. FRANK, HUSBAND AND WIFE

(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
DEED OF TRUST (WITH FUTURE ADVANCE CLAUSE)
 (the "Existing Security Instrument") given by the Owner, covering that

Real Property description more particularly described in the attachment titled "Exhibit A"

which document is dated the 18th day of July, 2005, which was filed in Book 2277 at page 1 (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 KENNETH M FRANK and CHRISTINE M FRANK (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.

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.

X The Senior Lender has an existing loan in the original principal amount of \$ 226,106.43 (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, N. A.

as beneficiary and recorded on 1/9/2012 in Book Page 3387 at page 509-528 (or as No. N/A) of the Records of the Clerk of the Chancery Court of the County of DESOTO, State of Mississippi (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 Senior Lender's 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

N/A Subordinating Lender 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.

Subordinating Lender hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the Senior Lender's 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

N/A 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.

This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by Senior Lender or the trustee(s) under the Existing 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/AN/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/AN/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.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By 
(Signature)

MAR 19 2012
Date

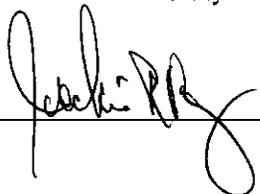
Barbara A. Edwards
(Printed Name)

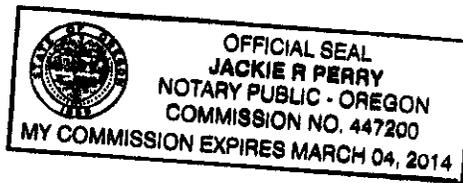
Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon, }
COUNTY OF Washington } ss.

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 19 day of mar, 2012, by Barbara A. Edwards, as Work Director, 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.

 (Notary Public)



Order ID: 12953770
Loan No.: 0333249787

EXHIBIT A
LEGAL DESCRIPTION

The following described property:

Lot 353, Section "F", Dickens Place Subdivision located in Section 9, Township 2 South, Range 7 West, City of Southaven, DeSoto Mississippi as shown by Plat appearing of Record in Plat Book 79, Pages 12-13 in the Chancery Clerk's Office of DeSoto County, Mississippi.

Assessor's Parcel Number: 2-07-2-09-06-0-00353-00