

*Prepared*  
When Recorded Return To:  
*W* Indecomm Global Services  
2925 Country Drive  
St. Paul, MN 55117 *651-765-6400*  
*77635808-13*  
*nc. 3rd*

### SUBORDINATION AGREEMENT

<b>WHEN RECORDED MAIL TO:</b>  Bank of America 4161 Piedmont Parkway NC 27405-01-34 Attn: Subordinations Greensboro NC 27410	<b>SPACE ABOVE FOR RECORDERS USE</b>
Doc ID No.: 00015214XXXX2005N ESCROW/CLOSING#:	<b>MERS Phone: 1-888-679-6377</b>
	<b>MIN : 100015700063198929</b>

*56308921-1235858*  
NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-eighth day of February, 2012, by Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, RICHARD A. LEWIS and LISA M. LEWIS executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$55,556.00 dated 10/26/2006 , and recorded in Book Volume 2601, Page 660, as Instrument No. modify rec 12/13/06 bk2624 pg180 to correct legal description, in the records of DESOTO County, State of Mississippi, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 7738 WINDERSGATE CIR, OLIVE BRANCH, MS 38654 and further described on Exhibit "A," attached.

WHEREAS, RICHARD A. LEWIS and LISA M. LEWIS ("Borrower") executed and delivered to JP Morgan Chase Bank, N.A., ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$235,860.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of DESOTO County, State of Mississippi as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

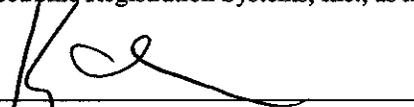
(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

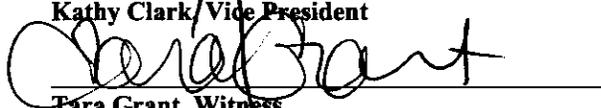
(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

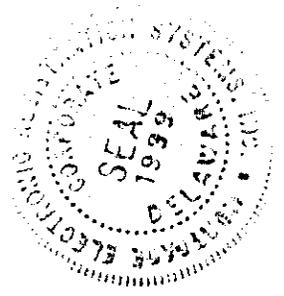
Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans, Inc., its successors and assigns

  
Kathy Clark, Vice President

  
Para Grant, Witness

  
Cristie Wiley, Witness

N/A, N/A



**ALL PURPOSE ACKNOWLEDGMENT**

**CORPORATE ACKNOWLEDGEMENT**

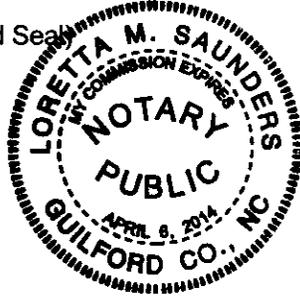
STATE OF North Carolina

COUNTY OF Guilford

Personally appeared before me, the undersigned authority in and for said county and state on this 28<sup>th</sup> day of February, 2012, within my jurisdiction, the within named Kathy Clark, Tara Grant, Cristie Wiley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed in the above and foregoing instrument and acknowledged that he/she/they executed the same in his/her/their representative capacity(ies), and that by his/her/their signature(s) on the instrument, and as the act and deed of the person(s) or entity(ies) upon behalf of which he/she/they acted, executed the above and foregoing instrument, after having been duly authorized to do so.

Notary Public, State of North Carolina

(Personalized Seal)



A handwritten signature in cursive script, appearing to read "Loretta M. Saunders".

Signature of Notary Public

Loretta M Saunders

(Print name of Notary Public here)

My commission expires **04/06/2014** (date)

EXHIBIT A - LEGAL DESCRIPTION

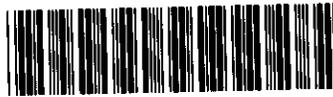
Tax Id Number(s): 1-06-5-21-10-0-00060-00

Land Situated in the County of DeSoto in the State of MS

INDEX AS FOLLOWS:

LOT 60, SECTION "D", GERMANWOOD PLANTATION SITUATED IN SECTION 28, TOWNSHIP 1 SOUTH, RANGE 6 WEST, CITY OF OLIVE BRANCH, DESOTO COUNTY, MISSISSIPPI AS PER PLAT RECORDED IN PLAT BOOK 46, PAGE 10, CHANCERY CLERK'S OFFICE, DESOTO COUNTY, MISSISSIPPI.

Commonly known as: 7738 WINDERS GATE CIRCLE , OLIVE BRANCH, MS 38654



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