

Prepared By: Michele Clark  
When Recorded Return to:  
First Tennessee Bank National Association, Grantor  
P.O. Box 132  
Memphis, TN 38101  
(901) 202-5039

Indexing Instructions: Lot 199,  
Golf Villas of Crumpler Place RD,  
Section 32, Township 1 South, Range  
6 West, Plat of Record in Book 65,  
Pages 38-40, De Soto County,  
Mississippi

### SUBORDINATION AGREEMENT

AFTER RECORDING, RETURN TO:  
AMERICAN TITLE, INC. (402) 778-4122  
P.O. BOX 641010  
OMAHA, NE 68164-1010

### RECITALS:

AT# 20110250437C

WHEREAS, Lawrence Bennett and De Etta Bennett, husband and wife, as joint tenants with full rights of survivorship (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

7403 Lauren Lane  
Olive Branch, MS 38654

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$192,738.00 from Metlife Home Loans, a division of Metlife Bank, NA (the "Grantee"), whose address is: P.O. Box 7481, Springfield, OH 45501 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property. ~~Recorded 5-1-2012 at Book 3,132 Page 101~~

AND WHEREAS, the undersigned, First Tennessee Bank National Association and its divisions, FIRST HORIZON EQUITY LENDING and FIRST HORIZON MONEY CENTER (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, recorded June 4, 2004 in Book Number 2003, Page 622. Official Records of DeSoto County, Mississippi.

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

**AGREEMENTS:**

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 14<sup>th</sup> day of March, 2012

WITNESS:

First Tennessee Bank National Association (Grantor)

Lee Anne Todd  
Lee Anne Todd

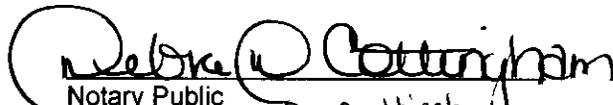
By: Sandra A Ford  
Name: Sandra A. Ford  
Title: Designated Agent

ACKNOWLEDGMENT

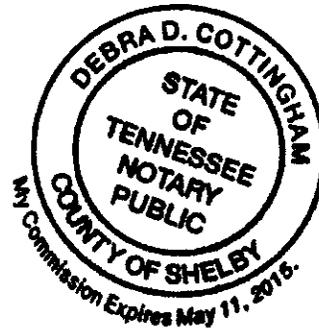
STATE OF TENNESSEE )  
 ) ss:  
COUNTY OF SHELBY )

Before me, **Debra D Cottingham** the state and county mentioned, personally appeared **Sandra A Ford** with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Designated Agent of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Designated Agent, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Designated Agent.

WITNESS my hand and official seal on this 14<sup>th</sup> day of March, 2012

  
Notary Public  
Debra D Cottingham

My Commission expires: May 11, 2015



**EXHIBIT "A"**

THE FOLLOWING DESCRIBED REAL ESTATE, SITUATED AND BEING IN THE CITY OF OLIVE BRANCH, COUNTY OF DESOTO, STATE OF MS, TO WIT:

LOT 199, GOLF VILLAS OF CRUMPLER PLACE, P.U.D., SECTION 32, TOWNSHIP 1 SOUTH, RANGE 6 WEST AS SHOWN ON PLAT OF RECORD IN BOOK 65, PAGES 38-40, IN THE CHANCERY CLERK'S OFFICE OF DESOTO COUNTY, MISSISSIPPI, TO WHICH REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY.

BEING THE SAME PREMISES CONVEYED TO LAWRENCE BENNETT AND DE ETTA BENNETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP FROM FIVE STAR HOME, INC., A TENNESSEE CORPORATION DBA TCI CONSTRUCTION BY WARRANTY DEED DATED 5/6/2002, AND RECORDED ON 6/13/2002, AT BOOK 421, PAGE 479, IN DESOTO COUNTY, MS.

THIS CONVEYANCE IS MADE SUBJECT TO: SUBDIVISION RESTRICTIONS, BUILDING LINES AND EASEMENTS OF RECORD AS SHOWN IN PLAT BOOK 56, PAGE 40 AND IN PLAT BOOK 57, PAGE 1 AND PLAT BOOK 60, PAGE 24 AND PLAT BOOK 65, AT PAGES 38-40; RESTRICTIVE COVENANTS OF RECORD IN THE LAND DEED RECORDS FOUND IN BOOK 348 AT PAGE 308 AS MODIFIED BY AMENDMENT APPROVED BY THE MAYOR AND BOARD OF ALDERMAN OF THE CITY OF OLIVE BRANCH BY ORDER RECORDED IN THE LAND DEED RECORDS FOUND IN BOOK 350 AT PAGE 316; DECLARATION OF COVENANTS OF RECORD IN BOOK 283, PAGE 642; RESTRICTIONS CONTAINED IN RECIPROCAL EASEMENT AGREEMENT RECORDED IN BOOK 279, PAGE 318, AS AMENDED IN BOOK 279, PAGE 343; SEWER EASEMENT OF RECORD IN BOOK 225, PAGE 269; EASEMENT OF RECORD IN BOOK 225, PAGE 267, AS MODIFIED BY PARTIAL EXTINGUISHMENT OF EASEMENT IN BOOK 331, PAGE 130; INGRESS-EGRESS EASEMENT OF RECORD IN BOOK 286, PAGE 702; INGRESS-EGRESS EASEMENT OF RECORD IN BOOK 297, PAGE 206; DECLARATIONS OF RESTRICTIONS OF RECORD IN BOOK 315, PAGE 624; INGRESS/EGRESS EASEMENT OF RECORD IN BOOK 329, PAGE 302; RECIPROCAL EASEMENT AND OPERATION AGREEMENT OF RECORD IN BOOK 331, PAGE 132; EASEMENT OF RECORD IN BOOK 332, PAGE 14; ALL OF THE FOREGOING AS RECORDED IN THE OFFICE OF THE CHANCERY COURT CLERK OF DESOTO COUNTY, MISSISSIPPI; AND FURTHER SUBJECT TO AN UNRECORDED EASEMENT DATED MARCH 30, 1998 BETWEEN ALEXANDER & PEOPLES, LLC, A MISSISSIPPI LIMITED LIABILITY COMPANY AND DESIANNA PROPERTIES, LLC; AND FURTHER SUBJECT TO SUBDIVISION, HEALTH DEPARTMENT, ZONING AND OTHER REGULATIONS IN EFFECT IN DESOTO COUNTY.

APN: 10693221000199.00

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING THE SAME PREMISES CONVEYED TO LAWRENCE BENNETT AND DE ETTA BENNETT, HUSBAND AND WIFE, AS JOINT TENANTS WITH FULL RIGHTS OF SURVIVORSHIP FROM FIVE STAR HOME, INC., A TENNESSEE CORPORATION DBA TCI CONSTRUCTION BY WARRANTY DEED DATED 5/6/2002, AND RECORDED ON 6/13/2002, AT BOOK 421, PAGE 479, IN DESOTO COUNTY, MS.

**ASSESSORS PARCEL NUMBER:** 10693221000199.00

**ATI ORDER NUMBER:** 201110250437