
**SPARKMAN, ZUMMACH & PERRY, P.C.
ATTORNEYS AT LAW**

RECORDING REQUIREMENTS OF M.C.A. §89-5-24

★ Prepared by/Return to:
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FILE # : 120403

Grantor: Renasant Bank
Grantor Address: P.O. Box 709, Tupelo, MS 38802
Grantor Telephone Number: Home- NONE Work- 877-367-5371

Grantee: Albert T. Ferrillo and Jennifer Ferrillo, Husband and Wife
Grantee Address: 2145 Lakeland Cove Horn Lake, Mississippi 38637
Grantee Telephone Number: Home- 662-393-5131 Work- 901-543-8705

NAME OF INSTRUMENT: Subordination of Deed of Trust

INDEXING INSTRUCTIONS:

Lot 152, Section "C", Apple Creek North Subdivision, in Section 3, Township 2 South,
Range 8 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 49,
Page 9, in the office of the Chancery Clerk of DeSoto County, Mississippi.

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RECORDATION REQUESTED BY:

Renasant Bank, P O Box 709, Tupelo, MS 38802

WHEN RECORDED MAIL TO:

Renasant Bank, Beth Baker, P O Box 4140, Tupelo, MS 38802

PREPARED BY: TRACY SMITH HARMON

Renasant Bank, P O Box 709, Tupelo, MS 38802

**SUBORDINATION OF DEED OF TRUST
(Renasant Bank's MS Lien Subordinated)**

THIS SUBORDINATION OF DEED OF TRUST dated 10/31/2012, is made and executed by Renasant Bank, ("Renasant") in favor of REGIONS ("Beneficiary").

SUBORDINATED DEED OF TRUST. Renasant has extended certain financial accommodations, secured by certain Real Property, as evidenced by a Deed of Trust dated 1/24/2008, executed by ALBERT T FERRILLO AND JENNIFER FERRILLO ("Borrowers") in favor of RENASANT BANK, which Deed of Trust has been recorded in DESOTO County, State of Mississippi in Book 2651 at Page 489, bearing Instrument number NA (the "Subordinated Deed of Trust), and if applicable as modified by an agreement recorded in NA County, State of Mississippi in Book NA at Page NA, bearing Instrument number NA.

REAL PROPERTY DESCRIPTION. The Subordinated Deed of Trust covers certain real property (the "Real Property") located in DESOTO County, State of Mississippi, as more particularly described in the Subordinated Deed of Trust.

PERMITTED INDEBTEDNESS. Beneficiary has extended or has agreed to extend following described financial accommodations to Borrowers, secured or to be secured by the Real Property:

A loan not to exceed the principal amount of \$146,400.00 plus any of the following additional principal advances which may hereinafter be made by Beneficiary: (A) Advances to pay ad valorem taxes, assessments, insurance premiums, or any prior liens pertaining to the Real Property; (B) Advances to pay attorney's fees and cost, trustee's fees and costs, and other cost of collection which Beneficiary is permitted to recover under the Beneficiary's Lien; and (C) Any other advance made by Beneficiary for the preservation, but not the enhancement, of the Real Property; together with any and all interest and late charges accruing to Beneficiary on account of the foregoing principal indebtedness (all such principal and interest being collectively referred to herein as the "Permitted Indebtedness").

BENEFICIARY'S LIEN. The Permitted Indebtedness is or will be secured by the Real Property and evidenced by a Deed of Trust, dated _____, from Borrower to Beneficiary (the "Beneficiary's Lien") and recorded in _____ County, State of Mississippi as follows:

As a condition to the granting of the requested financial accommodations, Beneficiary has required that the Beneficiary's Lien be and remain superior to the Subordinated Deed of Trust.

NOW THEREFORE RENASANT DOES HEREBY AGREE AS FOLLOWS:

SUBORDINATION. The Subordinated Deed of Trust is and shall be subordinated in all respects to Beneficiary's Lien to the extent of the Permitted Indebtedness, and it is agreed that Beneficiary's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust to the extent of the Permitted Indebtedness. This Subordination shall not be applicable to any indebtedness in excess of the Permitted Indebtedness.

DEFAULT BY BORROWER. If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Subordination:

Amendments. What is written in this Subordination is Renasant's entire agreement with Beneficiary concerning the matters covered by this Subordination. To be effective, any change or amendment to this Subordination must be in writing and must be signed by Renasant.

Authority. The person who signs this Subordination as or on behalf of Renasant represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Deed of Trust.

No Party Rights. This Subordination shall not be deemed to have created any rights in favor of a third person other than Beneficiary. Only Beneficiary and its respective successors and assigns shall have the right to enforce any provision of this Agreement. No other person, including, without limitation, Borrowers, shall have any right to enforce any provision of this Agreement.

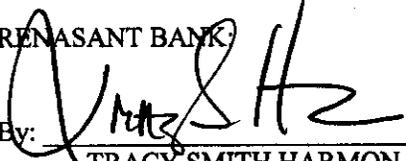
Caption Headings. Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

Governing Law. This Subordination will be governed by federal law applicable to Beneficiary and to the extent not preempted by federal law, the law of the state in which the Real Property is located without regard to its conflicts of law provisions. This Subordination has been accepted by Beneficiary in the state where the Real Property is located.

Successors. This Subordination shall be binding on the successors and assigns of Renasant, and the covenants of Renasant herein in favor of Beneficiary shall extend to, include, and be enforceable by any transferee or endorsee to whom Beneficiary may transfer any or all of the Superior Indebtedness.

IN WITNESS WHEREOF, Renasant has executed this Subordination, under seal, this 31ST day of OCTOBER, 2012.

RENASANT BANK:

By: 

TRACY SMITH HARMON

Title: ASST VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 26 day of November 20 12 within my jurisdiction, the within named TRACY SMITH HARMON, who acknowledged that he or she is ASST VICE PRESIDENT of Renasant Bank, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he or she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Scarlett Foster Clanton
(Notary Public)

My Commission Expires:
3-6-16

