

---

**DATE OF DOCUMENT:** FEBRUARY 8, 2013

**TITLE OF DOCUMENT:** SUBORDINATION AGREEMENT

**GRANTOR(S):** FIRST TENNESSEE BANK, P.O. BOX 132, MEMPHIS, TN 38101  
800-221-8683

**GRANTEE(S):** BANK OF AMERICA, 6400 Legacy Drive, Plano TX  
75024, 888-492-5455

**PREPARED BY:** LEE ANNE TODD  
FIRST TENNESSEE BANK  
1555 LYNNFIELD BLDG C  
MEMPHIS, TN 38119  
800-221-8683

**INDEXING INSTRUCTIONS:** NE ¼ SE ¼ SECTION 32 TOWNSHIP 3 SOUTH RANGE 7 WEST,  
DESOTO COUNTY MS

*WHEN RECORDED, RETURN TO:*  
*FIRST AMERICAN MORTGAGE SERVICES*  
*1100 SUPERIOR AVENUE, SUITE 200*  
*CLEVELAND, OHIO 44114*  
*NATIONAL RECORDING*  
*800-221-8683*

~~When Recorded Return to:~~  
 First Tennessee Bank National Association, Grantor  
 P.O. Box 132  
 Memphis, TN 38101

### SUBORDINATION AGREEMENT

#### RECITALS:

7630059

WHEREAS, Betty G Anglin, unmarried (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"):

1989 Slocum Road  
 Hernando, MS 38632

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$94,800.00 from Bank of America NA (the "Grantee"), whose address is: 6400 Legacy Drive, Plano, TX 75024 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

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 July 15, 2011 as Book 3321, Page 339. Official records of DeSoto County, State of 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 8th day of February, 2013

WITNESS:

First Tennessee Bank National Association (Grantor)

  
Barbara Wilson

By:   
Name: Debra D. Cottingham  
Title: Limited Vice President Underwriter

ACKNOWLEDGMENT

STATE OF TENNESSEE )  
 ) ss:  
COUNTY OF SHELBY )

Before me, **Lee Anne Todd** the state and county mentioned, personally appeared Debra D. Cottingham 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 Limited Vice President Underwriter of First Tennessee Bank National Association, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and official seal on this 8th day of February, 2013.

*Lee Anne Todd*  
Notary Public

My Commission expires: December 16, 2013

Prepared by: Lee Anne Todd  
First Tennessee Bank  
1555 Lynnfield Bldg C  
Memphis, TN 38119



Form No. 3301 (01/08)  
Short Form Commitment

ORDER NO: 7630059n  
FILE NO: 7630059n  
CUSTOMER REF: 244679651

**Exhibit "A"**

Real property in the City of **HERNANDO**, County of **DESOTO**, State of **Mississippi**, described as follows:

**A TRACT OF LAND BEING LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 7 WEST, DESOTO COUNTY, MISSISSIPPI, BEING DESCRIBED AS: BEGIN AT A P.K. NAIL SET IN THE APPROXIMATE CENTERLINE OF SLOCUM ROAD AT THE ACCEPTED NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 3 SOUTH, RANGE 7 WEST; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 211.47 FEET WITH THE SAID CENTERLINE TO A P.K. NAIL (SET); THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST 1043.68 FEET ALONG AN EXISTING FENCE LINE TO AN IRON STAKE (FOUND); THENCE SOUTH 00 DEGREES 38 MINUTES 09 SECONDS WEST 183.47 FEET ALONG AN EXISTING FENCE LINE TO A FLAGGED NAIL FOUND IN AN EXISTING FENCE CORNER POST; THENCE NORTH 84 DEGREES 00 MINUTES 01 SECONDS EAST 211.22 FEET ALONG AN EXISTING FENCE LINE TO A "COTTON-PICKER" SPINDLE (FOUND) IN AN EXISTING FENCE CORNER POST IN THE ACCEPTED EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH 00 DEGREES 09 MINUTES 50 SECONDS EAST 1205.06 FEET ALONG AN EXISTING FENCE AND WITH THE EASTERLY LINE OF SAID SOUTHEAST QUARTER TO THE POINT OF BEGINNING.**

Commonly known as: 1989 SLOCUM ROAD, HERNANDO, MS 38632

APN #: **30793200000017**

 ANGLIN  
46612151 MS  
FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT  
