

SUBORDINATION AGREEMENT

WHEREAS, on July 18, 2000, Bernard D. Forrest and Sharon Snoddy entered in an AGREEMENT FOR DEED, recorded July 19, 2000, in Book 425 page 886 in the office of the Chancery Clerk of Pike County, Mississippi, whereby Bernard D. Forrest agreed to convey to Sharon Snoddy the following described real property under certain terms and conditions contained therein, to-wit:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Square "A", Eastview Addition as shown by plat of record in Plat Book 2, Page 23, in the Chancery Clerk's office of Pike County, Mississippi, all in Section 7, Township 3 North, Range 8 East.

ALSO: Beginning at the NE corner of Lot 8 in Square "A" in the Eastview Addition as shown by the plat above referred to, and running thence along the East boundary line of said square and continuing to the center line of Avenue "D" a distance of 447 feet and 2 inches, more or less; thence Easterly along the center line of said Avenue to where said line intersects the center line of Holmes Street a distance of 25 feet, more or less; thence Northerly along the center line of Holmes Street to the Southern boundary of Pearl River Avenue a distance of 447 feet 2 inches, more or less; thence Westerly a distance of 25 feet, more or less, to the point of beginning and being located in the SW 1/4 of the NE 1/4 of Section 7, Township 3 North, Range 8 East, Pike County, Mississippi.

ALSO: A strip of land measuring 30 feet North and South by 208 feet 7 inches East and West along said land, being the same land deeded by agreement of the closing of Avenue "D" and extending from the Corporate limits of the City of McComb City, Pike County, Mississippi, to the center of Holmes Street in said county and state.

LESS AND EXCEPT: Commencing at a point where the East corporate line of McComb intersects with the South line of Pearl River Avenue and run East along said Avenue 54 feet to the point of beginning; thence East 65 feet; thence at right angles South 140 feet; thence at right angles West 65 feet; thence at right angles North 140 feet to the point of beginning; being a parcel of land 65 feet East and West by 140 feet North and South in the NW 1/4 of the NE 1/4 of Section 7, Township 3 North, Range 8 East and heretofore sold to Kenneth Brister et ux on June 19, 1962, as shown in Book 132 at page 229 in the office of the Chancery Clerk of Pike County, Mississippi, and all of the above lands being in said county and state.

ALSO LESS AND EXCEPT: Commencing at a point where the East corporate line of the City of McComb intersects with the South line of Pearl River Avenue, run South along said corporate line a distance of 180 feet to the point of beginning of this description, thence at a right angle East a distance of 54 feet, thence at a right angle North a distance of 40 feet, thence at a right angle East 65 feet, thence at a right angle South 307 feet, thence at a right angle West a distance of 119 feet to the said corporate line, thence North along said corporate line a distance of 267 feet to the point of beginning of this description, said property being situated in the NW 1/4 of NE 1/4, Section 7, Township 3 North, Range 8 East, Pike County, Mississippi, together with all improvements situated thereon and appurtenances thereunto belonging.

AND ALSO LESS AND EXCEPT: Lots 1 and 2 and part of Lot 3 in Block A, Eastview Addition, as shown by plat of record in Plat Book 2 at Page 23, in the office of the Chancery Clerk of Pike County, Mississippi, and being a lot 54 feet, more or less, East and West, by 180 feet, more or less, North and South, all in Section 7, Township 3 North, Range 8 East, Pike County, Mississippi.

LESS AND EXCEPT that part of said lots which belongs to the Mississippi State Highway Commission as per deed dated 4/14/77, recorded in Book 206 at page 689 in the records of the Chancery Clerk of Pike County, Mississippi.

INDEXING INSTRUCTIONS:

Index in Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 in Square "A", Eastview Addition, Pike County, Mississippi; and also in part of the SW 1/4 of NE 1/4 and NW 1/4 of NE 1/4, Section 7, Township 3 North, Range 8 East, Pike County, Mississippi.

AND, WHEREAS Bernard D. Forrest, 2078 Forrest Road, Tylertown, MS 39667, has applied to Trustmark National Bank for a loan in the sum of \$53,272.15 to be secured by a Deed of Trust dated October 27, 2000, conveying the above described real property to Trustmark National Bank as security therefor; and,

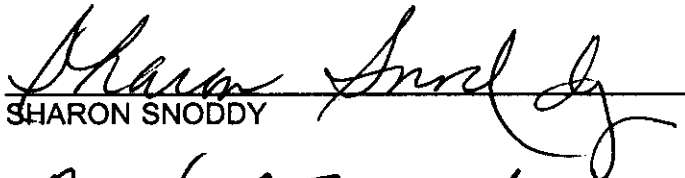
WHEREAS, Trustmark National Bank has declined to make the said loan to Bernard D. Forrest unless the aforesaid AGREEMENT FOR DEED between Bernard D. Forrest and Sharon Snoddy, recorded July 19, 2000, in Book 425 Page 886 shall be subordinated to the new loan to Trustmark National Bank and the Deed of Trust dated October 27, 2000, securing an indebtedness in the amount of \$53,272.15 securing the above described real property.

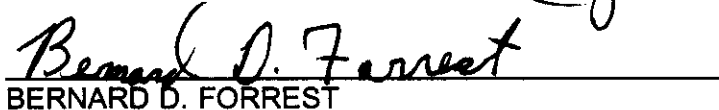
NOW THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00), cash in hand paid, and in consideration of the consummation of said loan in reliance upon this instrument, Sharon Snoddy hereby waives and subordinates all of her right, title and interest under said Agreement for Deed recorded in Book 425 at Page 886 or otherwise, in or to the property therein described, as against said loan to be so made to Bernard D. Forrest by Trustmark National Bank so that the Deed of Trust dated October 27, 2000, in the amount of \$53,272.15 to be executed by Bernard D. Forrest to Trustmark National Bank shall convey title to said property superior to the Agreement for Deed between Bernard D. Forrest and Sharon Snoddy, and Sharon Snoddy covenants, consents and agrees that the aforesaid Agreement for Deed between Bernard D. Forrest and Sharon Snoddy shall continue to be subject to and subordinate in priority to the lien and aforesaid Deed of Trust to be executed by Bernard D. Forrest in favor of Trustmark National Bank.

This Subordination Agreement shall be binding upon the heirs, legal representatives, successors and assigns of the undersigned and shall operate to the benefit of Trustmark National Bank in said deed of trust, the successors and assigns of said lender and of any purchaser at any foreclosure sale thereunder, and shall apply with like force and effect to any renewal thereof.

The said Agreement for Deed between Bernard D. Forest and Sharon Snoddy shall remain otherwise in full force and effect, the waiver and subordination herein provided being limited in application to the proposed Deed of Trust to Trustmark National Bank herein set forth, or any renewal thereof.

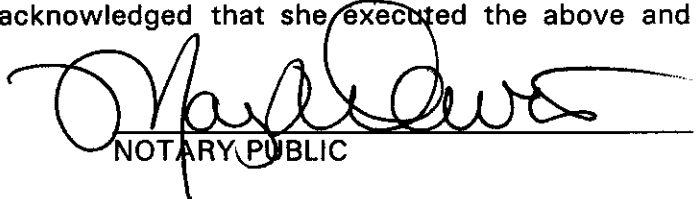
WITNESS our signatures this 27th day of October 2000.


SHARON SNODDY


BERNARD D. FORREST

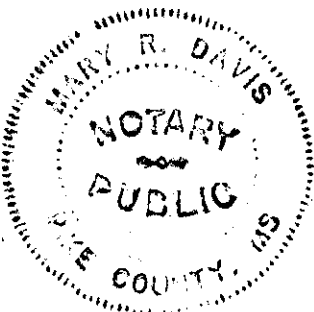
STATE OF MISSISSIPPI
COUNTY OF PIKE

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 27th day of October 2000, within my jurisdiction, the within named **SHARON SNODDY** who acknowledged that she executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: June 25, 2003
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS



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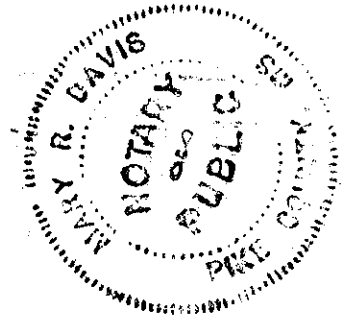
STATE OF MISSISSIPPI
COUNTY OF PIKE

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the said County and State, on this the 27th day of October 2000, within my jurisdiction, the within named **BERNARD D. FORREST** who acknowledged that he executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: June 25, 2003
~~BONDED HERE NOTARY PUBLIC UNDERWRITERS~~



Prepared by:

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MS State Bar No. 3475



STATE OF MISSISSIPPI
PIKE COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED
00 NOV -1 PM 12:10
IN REC. BK. AND PAGE OR U.C.C.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL
Long Jenkins
CHANCERY CLERK