

RECORDING REQUESTED BY
WHEN RECORDED MAIL TO

Name: PSB Lending Corporation
Street 1950 Camino Vida Roble
Address: Carlsbad, CA 92008
City
State
Zip

Attn: Subordination Department / 84-0076141

Escrow/Title No. 98130607

98129297-016

SPACE ABOVE THIS LINE FOR RECORDERS USE

A.P.N. 13-320-13

SUBORDINATION AGREEMENT

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.

THIS AGREEMENT, made this: 2nd day of September, 19 98
by Jason H. King and Valerie G. King husband and wife as Joint Tenants
owner of the land hereinafter described and hereinafter referred to as "Owner" and
PSB Lending Corporation, present
owner and holder of the deed of trust and note first hereinafter described hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Jason H. King and Valerie G. King husband and wife as Joint Tenants
did execute a deed of trust, dated May 23, 1997, to PSB Lending Corporation

~~"See attached legal description from title"~~

to secure a note in the sum of \$25,000.00 ; dated May 23, 1997
in favor of PSB Lending Corporation
which deed of trust was recorded June 4, 1997, in book 697 Page 914
as instrument no. 414250, Official Records of said county.

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the sum of
\$167,400.00, dated _____, in favor of
Fleet Mortgage Corporation, hereinafter
referred to as "Lender," payable with interest and upon the terms and conditions described therein, which
deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall
unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to
the lien or charge of the deed of trust first above mentioned, and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge
upon the above described property prior and superior to the lien or charge of the deed of trust first above mentioned and
provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above
mentioned to the lien or charge of the deed of trust in favor of Lender, and

WHEREAS, it is to the mutual benefit of the parties hereto that lender make such loan to Owner; and Beneficiary
is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which
is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

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 said deed of trust securing said note in favor of Lender, 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 lien or charge of the deed of trust first above mentioned.
- (2) The Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of the Lender's loan;
- (b) Lender in 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;
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination 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, and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS 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.

PSB LENDING CORP.

DEBBIE FLETCHER, VICE PRESIDENT

Beneficiary

JASON H. KING
 JASON H. KING
 VALERIE G. KING
 VALERIE G. KING
 Owner

(All signatures must be acknowledged)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A") RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

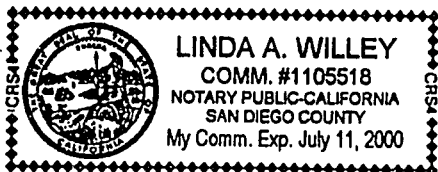
State of CALIFORNIA

County of SAN DIEGO

On SEPTEMBER 10, 1998 before me, LINDA A. WILLEY, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DEBBIE FLETCHER, VICE PRESIDENT
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Linda A. Willey
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUBORDINATION AGREEMENT - King

Document Date: September 2, 1998 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing:

0450080

STATE OF NEVADA)

: ss.

COUNTY OF _____)

On this _____ day of _____, _____, personally appeared before me, a notary public, _____, who acknowledged to me that he executed the foregoing document.

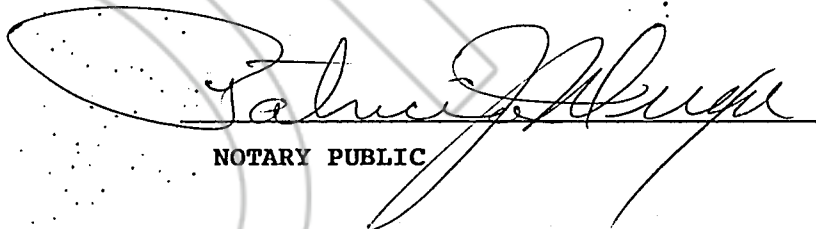
NOTARY PUBLIC


STATE OF NEVADA)

: ss.

COUNTY OF Douglas)

On this 18th day of September, 1998, personally appeared before me, a notary public, JASON W. KING & Valerie G. KING, who acknowledged to me that he executed the foregoing document.


NOTARY PUBLIC

 PATRICIA J. DIXON
Notary Public
State of Nevada
Lander County, Nevada
96-1391-10
My appointment expires February 27, 2000.

REQUESTED BY
MARQUIS TITLE & ESCROW, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 SEP 23 P2:43

0450080
BK0998PG4638

LINDA SLATER
RECORDER
\$10⁰⁰ PAID K2 DEPUTY