

Order No.
Escrow No.
Loan No. 805 002 1011014

WHEN RECORDED MAIL TO:

Chicago Title CastleLink East
680 Old York Road
Jenkins Court, North Court
Jenkintown, PA 19046
(800) 647-1320

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 11th day of February, 1999 by Brian N. Pommer and Regina Pommer, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner" and borrower on Deed of Trust dated October 16, 1996 to Crestar Mortgage, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, Brian Pommer and Regina Pommer, did execute a Deed of Trust dated October 16, 1996, to First American Title Insurance Company, as Trustee covering:

SEE ATTACHED

to secure a Note in the sum of \$11,000.00 dated October 16, 1996, in favor of GE Capitol Financial, which Deed of Trust was recorded October 22, 1996, Book 1096, page 3811, Instrument 399266.

WHEREAS, Owner has executed, or is about to execute a Deed of trust and Note in the sum of \$11,000.00 Dated _____ in favor of Fleet Mortgage, "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) That 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 agreement 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.

0463556

BK0399PG4176

9828685

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 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.

SEAL

BY: Jean A. Duxbury
Jean A. Duxbury, GMAC Mortgage Corporation
As Attorney-in-Fact
Crestar Mortgage

Brian N. Pommer
Brian N. Pommer
Regina M. Pommer
Regina Pommer

SUBORDINATION IS NOT VALID AFTER 90 DAYS FROM DATED APPROVAL SIGNATURE. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN INVESTOR APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

(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.

(CLTA SUBORDINATION FORM A)

ACKNOWLEDGEMENT

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY

On 2-11-99, before me, Debra Chieffe, a Notary Public, personally appeared Joan A. Duxbury, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/ she executed the same in his/ her authorized capacity, and that by his/ her signature on the instrument the person or the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Signature Debra Chieffe

NOTARIAL SEAL
DEBRA CHIEFFE Notary Public
Upper Dublin Twp. Montgomery County
My Commission Expires May 6, 2002

My Commission Expires

SEAL

0463556

BK0399PG4177

STATE OF NEVADA)

COUNTY OF DOUGLAS)

Ss:

BE IT REMEMBERED, that on this 4th day of MARCH, 1999, before me, the subscriber, a Notary Public in and for said County and State, personally came **BRIAN N. POMMER AND REGINA M. POMMER**, and acknowledged the signing thereof to be their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Jacqueline Lee Jordan
NOTARY PUBLIC
My Notary Commission expires: 7-9-2001



COPY

REQUESTED BY
Chicago Title
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'99 MAR 18 P12:16

0463556

BK0399PG4178

LINDA SLATER
RECORDER
9 PAID 2 DEPUTY