

SUBORDINATION AGREEMENT

APN 1220-17-610-018

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 22nd day of October, 1999
by JEFFREY P. PISCIOTTA, a single man

owner of the land hereinafter described and hereinafter referred to as "Owner", and JOSEPH TRINCHERO, a married man

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated October 1, 1999,
to WESTERN TITLE COMPANY, INC., a Nevada corporation, as trustee, covering:
See Exhibit A attached hereto and made a part hereof.

THIS DOCUMENT, SIGNED IN COUNTERPART, IS BEING RECORDED AS ONE DOCUMENT.

to secure a note in the sum of \$70,000.00, dated October 1, 1999,
in favor of JOSEPH TRINCHERO, a married man, which deed of trust was recorded October 8, 1999, in Book 1099 Page 1573,
Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$208,500.00, dated
October 27, 1999, in favor of FIRST SECURITY BANK, N.A.,
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 herein before 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 herein before 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.

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 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.

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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.

Joseph Trinchero
JOSEPH TRINCHERO Beneficiary

JEFFREY P. PISCIOTTA Owner

(All signatures must be acknowledged)

Form Furnished By Western Title Company, Inc.

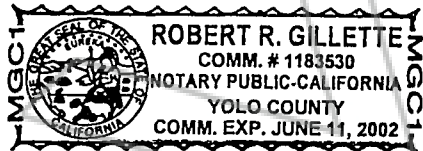
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

STATE OF ~~NEVADA~~ CALIFORNIA } S.S.
COUNTY OF YOLO

This instrument was acknowledged before me on
October 28, 1999

by JOSEPH TRINCHERO

Robert R. Gillette
Notary Public



(This area for official notarial seal)

STATE OF NEVADA } S.S.
COUNTY OF DOUGLAS

This instrument was acknowledge before me on

by JEFFREY P. PISCIOTTA

Notary Public

(This area for official notarial seal)

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO**

Name JOSEPH TRINCHERO
Street Address 2 MONTEREY CIRCLE
City, State Zip WOODLAND, CA 95695
Order No. 00082178-201-DEC

0480034

BK1199PG0697

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.

JOSEPH TRINCHERO Beneficiary

Jeffrey P. Pisciotta
JEFFREY P. PISCIOTTA Owner

(All signatures must be acknowledged)

Form Furnished By Western Title Company, Inc.

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

STATE OF NEVADA } s.s.
COUNTY OF _____

This instrument was acknowledged before me on

by JOSEPH TRINCHERO

Notary Public

(This area for official notarial seal)

STATE OF NEVADA } s.s.
COUNTY OF DOUGLAS

This instrument was acknowledge before me on

October 29, 1999

by JEFFREY P. PISCIOTTA

Danielle E. Curtis
Notary Public



(This area for official notarial seal)

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name **JOSEPH TRINCHERO**
Street Address **2 MONTEREY CIRCLE**
City, State Zip **WOODLAND, CA 95695**
Order No. **00082178-201-DEC**

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BK 1199PG0698

Exhibit A

All that real property situate in the County of Douglas, State of Nevada, described as follows:

LOT 145, in Block C, of PLEASANTVIEW, PHASE 7 MAP No. 1009-7 according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on August 4, 1998, in Book 898, Page 634 as Document No. 446212.

A.P.N 1220-17-610-018

COPY

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EXHIBIT A

Legal Description

All that real property situate in the County of Douglas, State of Nevada, described as follows:

LOT 145, in Block C, of PLEASANTVIEW, PHASE 7 MAP No. 1009-7 according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada on August 4, 1998, in Book 898, Page 634 as Document No. 446212.

A.P.N 1220-17-610-018

Borrower(s):

Jeffrey P. Pisciotto
JEFFREY P. PISCIOITTA

Date: October 27, 1999

LEGALA

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

1999 NOV -4 PM 3: 17

LINDA SLATER
RECORDER

\$11.00 PAID JS DEPUTY

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