

APN 21-333-050

Recording Requested By:

Prepared by Conseco Finance Servicing Corp.

And when recorded return to:

Conseco Finance Servicing Corp., F/K/A
Green Tree Financial Servicing Corporation
332 Minnesota St., Suite 610
St. Paul, MN 55101-1311
Attn: HID/ Subordinations
GT# 15861485

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(Space above 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 23rd day of November, 1999 by ~~James G. Sellers and James S. Sellers, owner of the land hereinafter described and hereinafter referred to as "Owner,"~~ and Conseco Finance Corp., present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary,"

WITNESSETH

That Whereas James G. Sellers and James S. Sellers did execute a deed of trust, dated October 9, 1998, as trustor, covering:

as set forth in said document

to secure a note in the sum of \$43,700.00, dated October 9, 1998 to Michael Spence, trustee, in favor of Conseco Finance Corp., which deed of trust was recorded November 30, 1998 in Book 1198, Page 6541 of Official Records of said county; and

Whereas. Owner has executed, or is about to execute, a deed of trust and note not to exceed the sum of \$20,000.00, dated 11-24-99, in favor of, **Conseco Finance Corp.-Mortgage Service Division**, 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 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 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 shall 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.

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(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 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 therefore to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

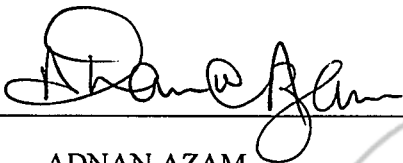
(a) He consents to and approves (I) all provisions of the note and deed of trust in favor of Lender above referred to, and (II) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(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 the application of such proceeds by the person or persons to whom Lender disburses such proceeds;

(c) 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.

(All signatures must be acknowledged)

BY: 

ADNAN AZAM

ITS: _____
Correspondent Lending of Home Improvement Division
and Authorized Agent of Conseco Finance Corp.

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

1999 DEC -1 PM 3: 00

LINDA SLATER
RECORDER

\$ 9.00 PAID KJ DEPUTY

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