68/709-10-50206/ SUBORDINATION AGREEMENT

For the purpose of this Subordination Agreement, the terms below will be defined and used as follows:

- A. Borrower: <u>SCOTT L. HAINES, MARRIED MAN, AS SOLE AND SEPARATE</u>

 <u>PROPERTY</u> will be called Borrower. Borrower is or will be the owner of the Property.
- B. Property: Property located at <u>1374 APOLLO AVENUE</u>, <u>GARDNERVILLE</u>, <u>NV. 89410</u>. County of <u>DOUGLAS</u> will be called the Property. The legal description of the Property is described as follows: <u>SEE ATTACHED "EXHIBIT A"</u>
- C. First Lender: <u>First Horizon Home Loan Corporation</u> will be called the First Lender.
- D. First Loan: The loan made by or to be made by the First Lender to the Borrower in the amount not to exceed \$112,400.00 and interest secured by or to be secured by a deed of trust made by the Borrower to the First Lender covering the Property will be called the First Loan.
- E. Second Lender: <u>BENEFICAL MORTGAGE CO. OF NEVADA</u> will be called the Second Lender.
- F. Second Loan: The loan evidenced by a note or other obligation now held by the

Second Lender in the original principal amount of $\underline{\$24,211.00}$ and secured by a deed of trust dated $\underline{06-12-2000}$ and recorded in book $\underline{600}$, page $\underline{3412}$ of the Official Public Records will be call the Second Loan.

In order to satisfy the requirements of the first Lender, and in consideration of the Property and of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Borrower to the Second Lender, receipt of which is hereby acknowledged, the Second Lender agrees as follows:

- 1. The lien of the Second Loan on the Property is hereby declared to be subordinate to the lien of the First Loan and to all modifications, extensions, replacements and renewals of the First Loan.
- 2. The lien of the Second Loan shall be subordinated to the amount of the First Loan and to interest and advances already paid or to be paid in the future under the First Loan. Advances may be paid without notice to the Second Lender.
- 3. In the event that the First Loan has a variable interest rate or allows for negative amortization, the operation of these features shall not result in the lien or any portion of the lien of the First Loan becoming subordinated to the lien of the Second Loan.
- 4. This Agreement may not be changed or terminated orally. It shall bind and ensure to the benefit of the First Lender, its successors and/or assigns.

By signing this Subordination Agreement, Borrower and Second Lender agree to all of the above.

BENEFICAL MORTGAGE CO.,

OF NEVADA

By: T. HARDY-UZCE PRESIDENT SCOTT L. HAIN

THE STATE OF THE STATE OF PUPAGE }

This instrument was acknowledged before me on the 37 th of MARCH, 2001

| by T.HARDY | of BENEFICIAL M | of said corporation, on behalf of said |
|--|--------------------------|--|
| corporation. | | |
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| Notary Public, | Notary's Name | Notary's commission expires |
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| | | § OFFICIAL SEAL § |
| THE STATE OF Neva | da | MARILYN J BLASZCZYK & NOTARY PUBLIC, STATE OF ILLINOIS & |
| COUNTY OF Douglas | } | MY COMMISSION EXPIRES: 12/12/02 |
| | | IK. |
| This instrument was acknown | owledged before me on th | ie 27th April , 2001/2 |
| by Scott L. Haines | and | |
| Oy Dali L. Flairtes | and | |
| Challes | Teresa S. Rose | e March 34,2004 |
| Notary Public, | Notary's Name | Notary's commission expires |
| State of Nevada | | |
| A TOO DE CORRESPONDE | DALTO. | TERESA J. ROSE |
| AFTER RECORD RETU | KN 10. | Notary Public Nevada Douglas County |
| First Horizon Home Loa | n Corporation | 56-1763-5 My Appointment Expires Merch 26, 2004 |
| 10741 King William Dri Dallas, TX 75220 | ve | |
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EXHIBIT "A"

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA, COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 63, CARSON VALLEY ESTATES UNIT NO. 4, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MARCH 22, 1972, AS DOCUMENT NO. 58312.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.



REQUESTED BY

REQUESTED BY

IN OFFICIAL RECORDS OF

DOUGLAS CO. HEVADA

2002 AUG -6 AM II: 50

LINDA SLATER
RECORDER

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