

APN 1219-04-002-015  
Escrow # 020108341  
NEVADA

## SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement"), granted this 25th day of NOVEMBER, 2002, CHASE MANHATTAN BANK USA, N.A. ("Chase") to CAPITOL COMMERCE MORTGAGE CO. (the "Lender"),

WITNESSETH:

WHEREAS, Chase has heretofore extended a line of credit/loan to RICHARD F. ROBERTSON AND TERRY A. ANDERSON (the "Borrower") pursuant to a Home Equity Line of Credit Agreement/Loan Note dated JANUARY 10, 2002 (the "Line of Credit/Loan"); and

WHEREAS, the Borrower's obligations under the Line of Credit/Loan 8036484163 are secured by a Mortgage from the Borrower to Chase, dated JANUARY 10, 2002, recorded in the Land Records of DOUGLAS, NEVADA in Book at Page (the "Home Equity Mortgage"), covering real property located at 155 TAMBOURINE RANCH RD, GARDNERVILLE, NV 89410 (the "Property"); and

WHEREAS, the Lender proposes to make a loan in the original principal amount of \$300,700.00 to the Borrower (the "New Loan"), the proceeds of which will be used to repay in full all of the Borrower's original obligations secured by an original Mortgage, and to obtain a release of the lien created by the original Mortgage; and

WHEREAS, as a condition of making the New Loan, the Lender has required the Borrower to execute a mortgage on the Property securing repayment of the New Loan (the "New Mortgage"), which, upon execution and recordation of this Agreement, shall have a first lien position on the Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Chase hereby agrees as follows:

1. Chase hereby subordinates the lien created by the Home Equity Mortgage to the lien created by the New Mortgage to the end that the lien of the New Mortgage shall be superior to the lien of the Home Equity Mortgage.
2. The subordination described in paragraph 1. above shall not apply to any future advance of funds to the Borrower by the Lender except for advances necessary to protect the security of the New Mortgage.
3. This Agreement shall be binding upon and shall inure to the benefit of Chase and the Lender and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Home Equity Mortgage or the New Mortgage.

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4. This Agreement shall be construed in accordance with the laws of the State of NEVADA.

IN WITNESS WHEREOF, Chase has caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

WITNESSES:

CHASE MANHATTAN BANK USA, N.A.

Wilma Rivera

By: W W Drake [SEAL]

Name: HAROLD W. DRAKE

Jackie Jones

Title: MORTGAGE OFFICER CHASE  
MANHATTAN BANK USA, N.A.

[SEAL]

SEAL

STATE OF NEW YORK, COUNTY OF MONROE, to wit:

I hereby certify that, on this 25th day of NOVEMBER, 2002, before the subscriber, a Notary Public of the aforesaid State, personally appeared JAMES E. RICHARDS, who acknowledged himself/herself to be the MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A., a body corporate, and that he/she executed the foregoing Subordination Agreement for the purposes therein contained by signing the name of the said body corporate by himself/herself as MORTGAGE OFFICER CHASE MANHATTAN BANK USA, N.A..

**STEPHEN ENDERLE**  
Notary Public, State of New York  
Monroe County, Reg# 01EN6073378  
Commission Expires April 22, 2006

[Signature]  
Notary Public

My Commission Expires: April 22 2006

Return to: CMMC, Records Management  
700 Kansas Lane, Monroe, LA 71203, ATTN: Alison Latino  
Home Equity Account Number: 8036484163

REQUESTED BY  
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 DEC 13 PM 3:30

LINDA SLATER  
RECORDER

\$ 15.00 PAID [Signature] DEPUTY

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