

RECORDING REQUESTED BY:

First American Title
1213 S. Carson Street
Carson City, NV 89701

AND WHEN RECORDED, MAIL TO:

HomEq
Subordination Department
4837 Watt Avenue, Ste 200
North Highlands, CA 95660
APN# 1420-07-617-040
2040350-CAC

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF A LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made November 21, 2002 by and between HomEq Servicing Corporation, (fka TMS Mortgage Inc., dba The Money Store), present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary" and First Mortgage Corporation;

WITNESSETH

THAT WHEREAS Ronald John Riippi, Jr. and Patricia J. Riippi, husband and wife did execute a Deed of Trust, dated April 5, 1999 to United Title Company, a California corporation as Trustee covering :

PROPERTY MORE FULLY DESCRIBED IN SAID DEED OF TRUST

To secure a Note in the sum of \$25,000.00, dated April 5, 1999 in favor of American World Financial Group Inc., dba Global Mortgage Company, a Nevada Corporaton which Deed of Trust was recorded May 5, 1999, Instrument No. 467330, Book 599, Page 595 assigned to HomEq Servicing Corporation, (fka TMS Mortgage Inc., dba The Money Store), recorded May 5, 1999, as Instrument No. 467331, Book 599, Page 601, Official Records of Douglas County, State of Nevada; and

WHEREAS, Owner has executed, or is about to execute a Deed of Trust and Note in the sum not to exceed \$95,288.00, in favor of First Mortgage Corporation 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;

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

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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 between that parties hereto 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 any prior agreements as to such, or any 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 a Deed or Deeds of Trust or to a Mortgage or Mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that

A. It 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. It 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

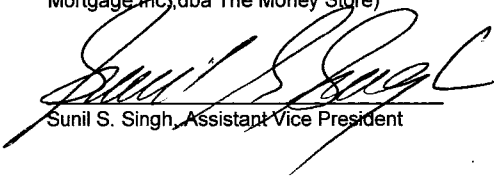
D. An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

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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.

HomEq Servicing Corporation, (fka TMS
Mortgage Inc, dba The Money Store)



Sunil S. Singh, Assistant Vice President

State of California

County of Sacramento

On 12/17/2002 before me, KRCook a notary public, personally appeared **Sunil S. Singh** personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person whose name ~~(is/are)~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity~~(ies)~~ and that by ~~his/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

Witness my hand and official seal.


Notary Public

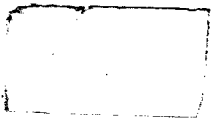


Borr: Riippi
Loan No.: 0063037022
Escrow:


Renee M. Lasiter
Prepared for:
HomEq Servicing Corporation
4837 Watt Avenue
North Highlands, CA 95660

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Ronald John Riippi, Jr.
Ronald John Riippi, Jr.

Patricia J. Riippi
Patricia J. Riippi

STATE OF Nevada
COUNTY OF DOUGLAS ss. On
JANUARY 11, 2003 before me,
JACQUELINE LEE JORDAN
a Notary Public in and for said state, personally
appeared RONALD JOHN RIIPPI, JR.
AND PATRICIA J. RIIPPI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/~~they~~ executed the same in his/her/~~their~~ authorized capacity(ies), and that by his/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Jacqueline Lee Jordan



REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 JAN 30 PM 4: 01

WERNER CHRISTEN
RECORDER

\$ 17.00 PAID KJ DEPUTY

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