

Recorded at the request of:
Western Title Company, Inc.
00088047 / Esc #2132000266-BNM

A.P.N. 1318-03-212-033

When recorded, mail to:
Colonial Bank
P.O. Box 26539
Las Vegas, NV 89126-0539

88047-99

A

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 18th day of April, 2003, by Joseph F. Besson and Lindsay J. Besson, owner of the land hereinafter described and hereinafter referred to as "Owner", and Colonial Bank, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, Joseph F. Besson and Lindsay J. Besson did execute a Deed of Trust, dated March 28, 2002 to Stewart Title of Douglas County, as Trustee, covering; Lot 146, of SKYLAND SUBDIVISION NO. 3, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on February 24, 1960, in Book 1, Page 450, as document No. 15653.

to secure a Note in the sum of \$ 150,000.00, dated March 28, 2002, in favor of Colonial Bank which Deed of Trust was recorded on April 01, 2002, in Book/Reel 0402, at Page/Image 00099, Series Number 0538455, of 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 \$ 275,000.00, dated April 16, 2003, in favor of Wells Fargo Home Mortgage, Inc., 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

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD.

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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 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 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 thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) He/she 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/she 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.

SUBORDINATION, RECORDED DEED OF TRUST TO DEED OF TRUST TO RECORD.

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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.

Signature of Beneficiary(s)
Colonial Bank

Craig B. Schorr
By:

Signature of Owner(s)

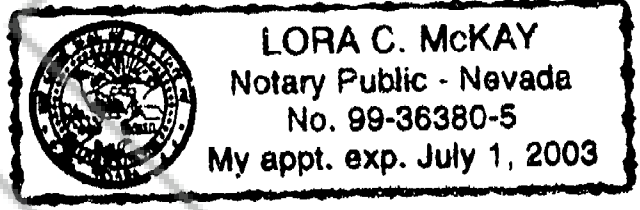
Joseph F. Besson
Joseph F. Besson

Lindsay J. Besson
Lindsay J. Besson

Nevada
STATE OF CALIFORNIA
County of DODGE } ss.

On April 22, 2003 before me, the undersigned, a Notary Public in and for said State, personally appeared Craig B. Schorr 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.

L. McKay
Notary Public in and for said County and State
L. McKay
(Notary's name must be typed or legibly printed)

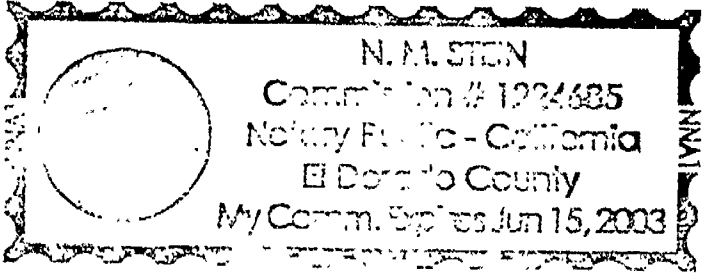


(NOTARY STAMP OR SEAL)

STATE OF CALIFORNIA
County of EL DORADO } ss.

On 4-23-03 before me, the undersigned, a Notary Public in and for said State, personally appeared JOSEPH F. BESSON and LINDSAY J. BESSON 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.

N.M. Stein
Notary Public in and for said County and State
N.M. STEIN
(Notary's name must be typed or legibly printed)



(NOTARY STAMP OR SEAL)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (CLTA SUBORDINATION FORM "A")

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COPY

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS COUNTY, NEVADA

2003 APR 28 PM 4:20

WELPER CHRISTEN
RECORDER

PAID *Bl* DEPUTY

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