



APN 1220-21-810-256

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Service Request#: 1-10243216

**WHEN RECORDED MAIL TO:**

500 Enterprise Road  
Horsham, PA 19044  
ATTN: Joe Schrader

**SUBORDINATION AGREEMENT**

**THIS AGREEMENT**, made June 3, 2003, by **Mortgage Electronic Registration System, Inc.**, present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH:**

**THAT WHEREAS, LARRY R SELL** ("Owner"), did execute a Deed of Trust dated 7/11/02, to **Executive Trustee Services, Inc.**, as trustee, covering:

**SEE ATTACHED**

To secure a Note in the sum of \$ 20,000.00 dated 7/11/02 in favor of **GMAC Mortgage Corporation doing business as ditech.com.**, which Deed of Trust was recorded 8/19/02, Instrument 549865, Book 802, Page 5886 **Douglas** County, Official Records.

**WHEREAS**, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$ 129,000.00 dated 6-9-03 in favor of **BANK OF AMERICA, N.A.**, 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 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

**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 Beneficiary's 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 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 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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

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