It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trustee 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, a specific loan is being 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

Mortgage Electronic Registration

System, Inc.

TO STEAM THE SECOND OF LAWARE CHAMINE STEAM OF LAWARE CHAMINE CHAMINE STEAM OF LAWARE CHAMINE STEAM OF

Sean Flanagan
Title: Assistant Secretary

Attest:

Diane Bowser
Title: Senior Vice President

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

On this \_\_\_\_\_\_\_\_, before me, Lynn R. Frazier, the undersigned, a Notary Public in and for said County and State, personally appeared Sean Flanagan, Assistant Secretary and Diane Bowser, Senior Vice President 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

TITNESS my hand and official seal.

Intary Public

Notarial Seal
Lynn R. Frazier, Notary Public
Horsham Twp., Montgomery County
My Commission Expires July 16, 2006

Member, Pennsylvania Association Of Notaries

REQUESTED BY

MARQUIS TITLE & ESCROW
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

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## 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 <u>7/11/02</u>, 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, 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 Trustee 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