

P.I.N. #1220-25-510-019

MAIL TAX STATEMENTS TO:

Tony & Kristine Seward  
617 Stagecoach Rd.  
Gardnerville, NV 89410

WHEN RECORDED MAIL TO

U.S. Bank National Association  
Retail Service Center  
4325 17<sup>th</sup> Ave SW  
 Fargo ND 58103

Deed of Trust Subordination Agreement

Account Number: 510349151

Drafted by: SJ

#030102028

Legal Description:

Lot 8, in Block A, of Thompson Acres Unit No. 2 filed in the office of the County Recorder of Douglas County, Nevada, on March 22, 1978, as Document No. 18827

This Agreement is made this 20th day of June, 2003, by and between U.S. Bank National Association ND ("Bank") and Capitol Commerce Mortgage Company ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated April 4, 2003, granted by Tony J. Seward and Kristine M. Seward, Husband and Wife As Joint Tenants ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on 06/27, 2003, as Document No. 581720, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated 06/20, 2003, granted by the Borrower, and recorded in the same office on 06/27, 2003, as DOC # 581773, encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Deed of Trust, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Deed of Trust on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Deed of Trust on the Property, to the full extent of all sums from time to time secured by the Senior Deed of Trust; provided, however, that the total indebtedness secured by the Senior Deed of Trust does not exceed \$265,500.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Deed of Trust, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Deed of Trust) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Deed of Trust.

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

Bank Name: U.S. Bank National Association ND

*Kathleen M. Lokken*

By: Kathleen M. Lokken  
Title: Operations Officer

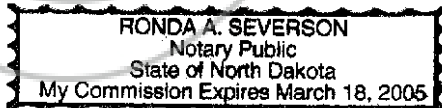
No Corporate Seal

STATE OF North Dakota )  
COUNTY OF Cass )

The foregoing instrument was acknowledged before me this 20th day of June, 2003, by (name) Kathleen M. Lokken, the (title) Operations Officer of (bank name) U.S. Bank National Association ND, a national banking association under the laws of The United States of America, on behalf of the association.

*Ronda A. Severson*

Notary Public



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COPY

REQUESTED BY  
**Stewart Title of Douglas County**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2003 JUN 27 PM 3: 39

WERNER CHRISTEN  
RECORDER

\$15<sup>00</sup> PAID *ko* DEPUTY

0581774

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