

Assessor's Parcel Number: 1319-18-214-016

Recording Requested By:

Name: FIRST AMERICAN TITLE

Address: 1512 Highway 395 North #1

City/State/Zip Gardnerville, NV 89410

R.P.T.T.: _____

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

2003 JUL 28 PM 12:38

WERNER CHRISTEN
RECORDER

\$ 17.00 PAID BC DEPUTY

Subordination AGREEMENT
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

C:\bc docs\Cover page for recording

0584561

BK0703PG13617

Account Number 0391100542

WHEN RECORDED MAIL TO:

Homecomings Financial Network, Inc.
2711 N. Haskell Avenue, Suite 900
Dallas, TX 75204
Attn.: Correspondence Department

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN SUBORDINATING LENDER APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

APN # 1319-18-214-016

SPACE ABOVE THIS LINE FOR RECORDER'S USE

ESCROW # 142-2084787-km

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 10 July, 2003, by JP MORGAN CHASE BANK AS TRUSTEE C/O RESIDENTIAL FUNDING CORPORATION ("Subordinating Lender").

WHEREAS, Thomas J Jantos and Dana R Jantos ("Borrower"), whether one or more, executed a note in the original principal sum of \$20,000.00 dated 2/12/2002, secured by a deed of trust or mortgage of even date therewith in favor of CAPITOL COMMERCE MORTGAGE CO covering property located at 461 Andria, Stateline, NV 89449, ("Property") recorded on 3/04/2002, as Book 0302, Page 01291, in Official Records of said County; and

WHEREAS, the note and deed of trust or mortgage have been assigned to Subordinating Lender; and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$363,100.00 ("New Loan") in favor of Homecomings Financial Network, Inc ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender; and

WHEREAS, it is to the mutual benefit of the Borrower, New Lender and Subordinating Lender that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge held by Subordinating Lender.

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 New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

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BK0703PG13618

Account Number 0391100542
Borrower Name Thomas J Jantos and Dana R Jantos
Subordination Agreement
Page 2 of 2

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

JP MORGAN CHASE BANK AS TRUSTEE C/O RESIDENTIAL FUNDING CORPORATION , by and through its attorney in fact, Residential Funding Corporation

By: Scott G. Tenery
Scott G. Tenery
Assistant Vice President

ACKNOWLEDGMENT BY SUBORDINATING LENDER

State of Texas

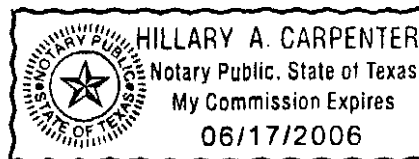
County of Dallas

On this, the 10 day of July, 2003, before me, a Notary Public, personally appeared Scott G. Tenery, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in her authorized capacity as Assistant Vice-President of Residential Funding Corporation, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Hillary A. Carpenter
Notary Public

(Notary Seal)



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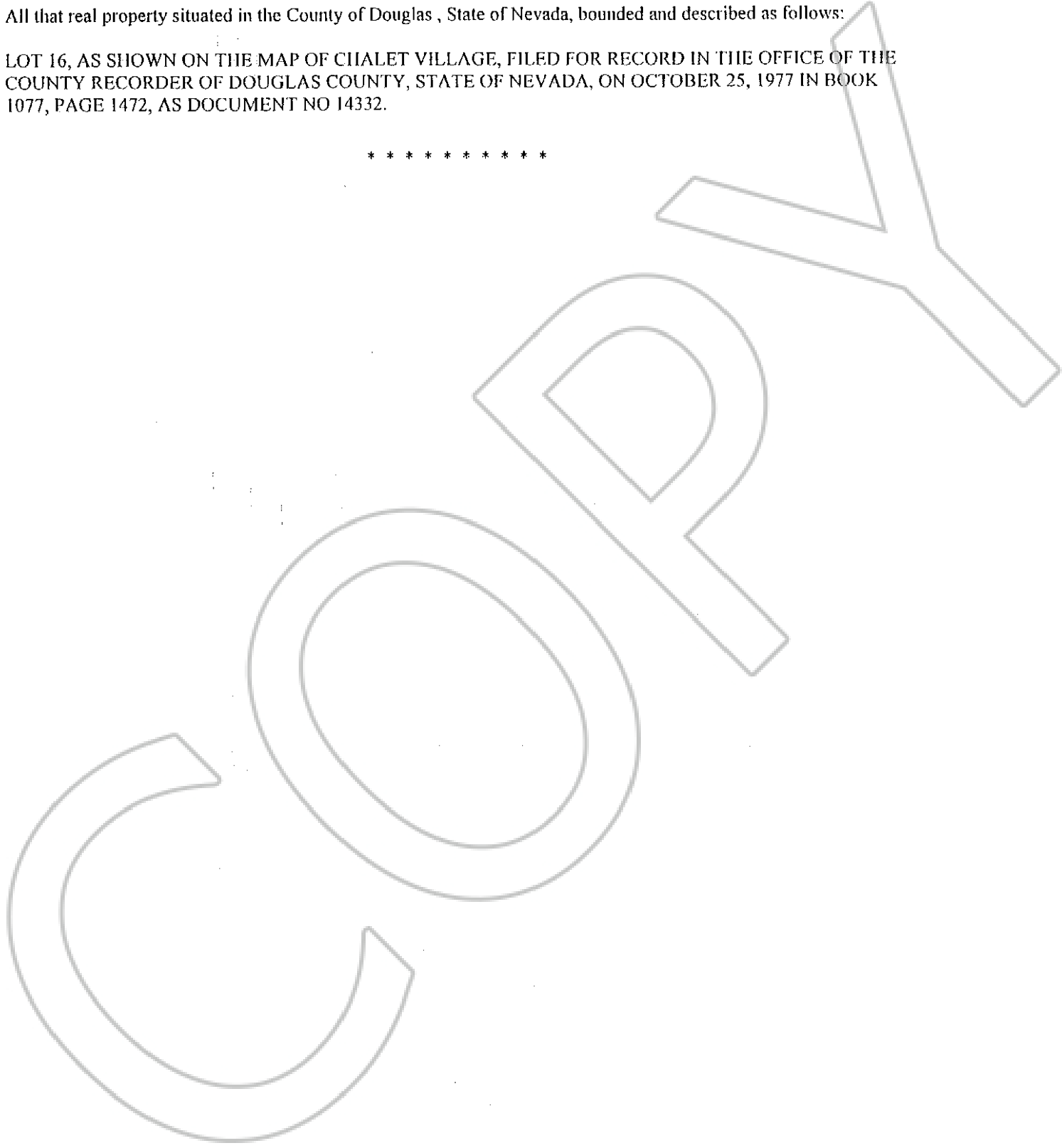
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DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

LOT 16, AS SHOWN ON THE MAP OF CHIALET VILLAGE, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON OCTOBER 25, 1977 IN BOOK 1077, PAGE 1472, AS DOCUMENT NO 14332.

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