P.I.N. #19-042-27 **MAIL TAX STATEMENTS TO:** James & Jacqueline Norris 220 Goa Way, Gardnerville, NV 89410 WHEN RECORDED MAIL TO U.S. Bank National Association Retail Service Center 4325 17th Ave SW Fargo ND 58103

Deed of Trust Subordination Agreement

Account Number: 70752329001

Drafted by: tmo

Legal Description: See Attachment A

REQUESTED BY IN OFFICIAL RECORDS OF DOUGLAS CO. REVADA

2003 AUG -4 PM 4: 38

WERNER CHRISTEN RECORDER

This Agreement is made this 3rd day of July, 2003, by and between U.S. Bank National Association ND ("Bank") and Wells Fargo Home Mortgage, Inc ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated July 25, 2000, granted by James L Norris and Jacqueline Norris, husband and wife ("Borrower"), and recorded in the office of the County Recorder. Douglas County, Nevada, on December 18, 2000, as Document No. 0505195 in Book 1200 at Page 3258, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated 20 03, granted by the Borrower, and recorded in the same office on 20**\_3**, as , 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 \$322,700.00, 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 By: Sherri J. Bernard Title: Operations Officer

STATE OF North Dakota COUNTY OF\_

No Corporate Seal

The foregoing instrument was acknowledged before me this 3rd day of July, 2003, by (name) Sherri J. Bernard, 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.

KAREN M. KESSLER Notary Public State of North Dakota My Commission Expires April 12, 2005

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## ATTACHMENT A - 66400107523290001

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 0 DEGREES 11'0" EAST, 665.20 FEET FROM THE 1/4 CORNER COMMON TO SECTION 3 AND 4, TOWNSHIP 12 NORTH, RANGE 19 EAST; THENCE SOUTH 87 DEGREES 41' EAST, A DISTANCE OF 1,125.56 FEET TO THE WEST RIGHT OF WAY OF FOOTHILL ROAD; THENCE SOUTH 18 DEGREES 39' EAST, ALONG THE WESTERLY RIGHT OF WAY OF FOOTHILL ROAD, A DISTANCE OF 317.805 FEET; THENCE NORTH 87 DEGREES 50'43" WEST, A DISTANCE OF 1,227.54 FEET TO THE WEST LINE OF SECTION 3; THENCE NORTH 0 DEGREES 11'0" WEST, 300 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ANY PORTION LYING AND BEING WITHIN THE RIGHT OF WAY OF THE KINGSBURY GRADE FURTHER EXCEPTING THEREFROM ALL THAT PORTION LYING SOUTHWEST OF KINGSBURY GRADE.

**05**85399 **BK 0**803PG01363