

APN 1319-34-002-021

RECORDING REQUESTED BY:
Scarpello, Huss & Oshinski, Ltd.
600 E. William Street, Suite 300
Carson City, NV 89701

AFTER RECORDATION RETURN BY MAIL THIS DEED TO:
Scarpello, Huss & Oshinski, Ltd.
600 E. William Street, Suite 300
Carson City, NV 89701

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

2003 SEP 10 PM 3:53

WERNER CHRISTEN
RECORDER

\$ 170 PAID BC DEPUTY

23707209

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 9th day of September, 2003, by Michael Steven Bellik, owner of the land hereinafter described and hereinafter referred to as "Owner," and Evan Scott Bedford Bruce 1999 Trust, Thomas B. Bruce, Trustee and James S. Bradshaw, Trustee, present owner and holder of the Deed of Trust and Note hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT WHEREAS, Michael Steven Bellik, did execute a Deed of Trust, dated July 30, 2003, to Marquis Title & Escrow Inc., a Nevada corporation, as Trustee, covering:

See Exhibit "A" attached hereto.

Assessor's Parcel No.: 1319-34-002-021

to secure a Note in the sum of \$170,000.00, dated August 7, 2003, in favor of Evan Scott Bedford Bruce 1999 Trust, Thomas B. Bruce, Trustee and James S. Bradshaw, Trustee, which Deed of Trust was recorded August 7, 2003, in Book 0803, Page 3249, as Document No. 0585719, Official Records of Douglas County, and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$ 396,500.00 dated September 4, 2003 in favor of GreenPoint Mortgage Funding, 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 hereinbefore 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 the 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 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 consideration 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, and any renewals or extensions thereof, 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 Deed of Trust first above mentioned.

(2) That Lender would not make its loan above described without this Subordination Agreement.

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of 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 above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien, or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;

(b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, verify the application of such proceeds by the person or persons to whom Lender disburse such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination

herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of 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 or subordination specific loans and advances are being and will be 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 waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordination to the lien or charge of the Deed of Trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Dated this 8th day of September, 2003.

EVAN SCOTT BEDFORD
BRUCE 1999 TRUST



JAMES S. BRADSHAW, TRUSTEE



MICHAEL STEVEN BELLIK

STATE OF NEVADA)
 : ss.
CARSON/CITY Douglas)

On the 8th day of September, 2003 before me, a Notary Public in and for said County and State, personally appeared James S. Bradshaw as Trustee of the Evan Scott Bedford Bruce 1999 Trust, who acknowledged that he executed the above instrument.

 SUSAN LAPIN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 02-74683-5 - Expires March 21, 2006



NOTARY PUBLIC

STATE OF NEVADA)
 : ss.
COUNTY OF DOUGLAS)

On the 9th day of September, 2003 before me, a Notary Public in and for said County and State, personally appeared Michael Steven Bellik, who acknowledged that he executed the above instrument.

 SUSAN LAPIN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 02-74683-5 - Expires March 21, 2006


NOTARY PUBLIC

 SUSAN LAPIN
Notary Public - State of Nevada
Appointment Recorded in Douglas County
No: 02-74683-5 - Expires March 21, 2006