

APN 1420-07-213-001

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name CHRISTIAN COMMUNITY CREDIT UNION

Street 101 S BARRANCA AVENUE
Address

City, State & Zip COVINA, CA 91723

REQUESTED BY

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

2003 OCT 20 PM 4: 16

WERNER CHRISTEN
RECORDER

\$ 42⁰⁰ PAID \$ 43 DEPUTY

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 10th day of October, 2003, by KEVIN W. TREVITHICK AND JENNIFER TREVITHICK owner of the land hereinafter described and hereinafter referred to as "Owner" and CHRISTIAN COMMUNITY CREDIT UNION present owner and holder of the deed of trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

KEVIN W. TREVITHICK AND JENNIFER TREVITHICK did execute a deed of trust, dated MAY 4, 2002, to S.B.S. TRUST DEED NETWORK, A NEVADA CORPORATION as trustee, covering:

LOT 111, IN BLOCK 1, AS SHOWN ON THE FINAL MAP #1007-4 OF VALLEY VISTA ESTATES, PHASE 3 RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA, ON JULY 28, 1998, IN BOOK 798, PAGE 5872, AS DOCUMENT NO. 445464, OFFICIAL RECORDS

to secure a note in the sum of \$ 10,000.00, dated MAY 4, 2002, in favor of CHRISTIAN COMMUNITY CREDIT UNION, which deed of trust was recorded MAY 30, 2002, as instrument No. 0543369, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 1970000.00 dated OCTOBER 2003, in favor of CHRISTIAN COMMUNITY CREDIT UNION 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 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.

SUBORDINATION, RECORDED DEED OF TRUST TO RECORD.

- (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

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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 agreements 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, see to the application of such proceeds by the person or persons to whom Lender disburses 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 the deed of trust 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 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 this waiver, relinquishment and subordination; and

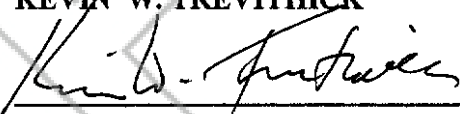
(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

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.

Cindy Parrish
AVP Lending

KEVIN W. TREVITHICK

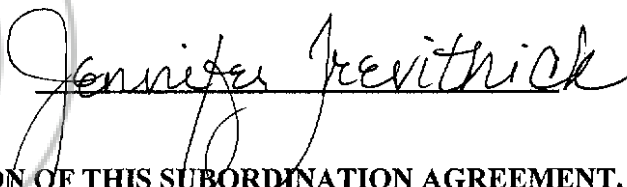




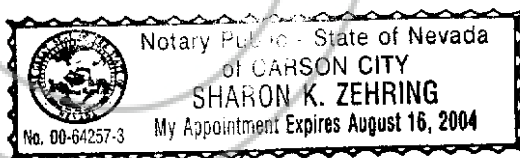
Beneficiary


JENNIFER TREVITHICK

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "A")**




10-15-03

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State of NEVADA

County of CARSON CITY

On OCTOBER 15, 2003 before me, SHARON K. ZEHRING
Notary Public, personally appeared KEVIN W. TREVITHICK AND
JENNIFER TREVITHICK

Personally known to me (or proved on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the foregoing 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.

Witness my hand and official seal



Sharon K. Zehring
signature of notary public

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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of LOS ANGELES } ss.

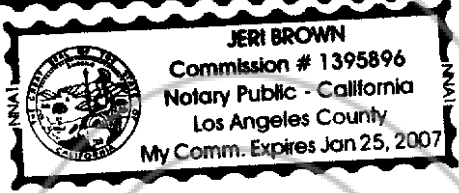
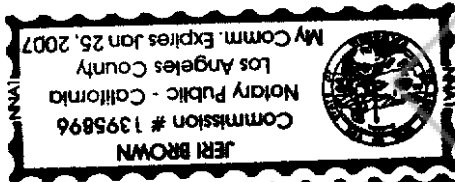
On October 16, 2003 before me, JERI BROWN, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared CINDY PORNISH
Name(s) of Signer(s)

personally known to me
 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.

WITNESS my hand and official seal.

Jeri Brown
Signature of Notary Public



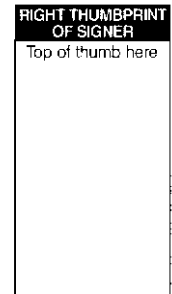
OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Warranty
 Title or Type of Document: Subordination Agreement
 Document Date: October 10, 2003 Number of Pages: two
 Signer(s) Other Than Named Above: Kenneth Treuthick

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
 Signer Is Representing: _____



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