

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

2003 OCT 28 PM 4:21

WERNER CHRISTEN
RECORDER

\$17.00 PAID *JB* DEPUTY

Assessor's Parcel No.: 1318-10-416-060

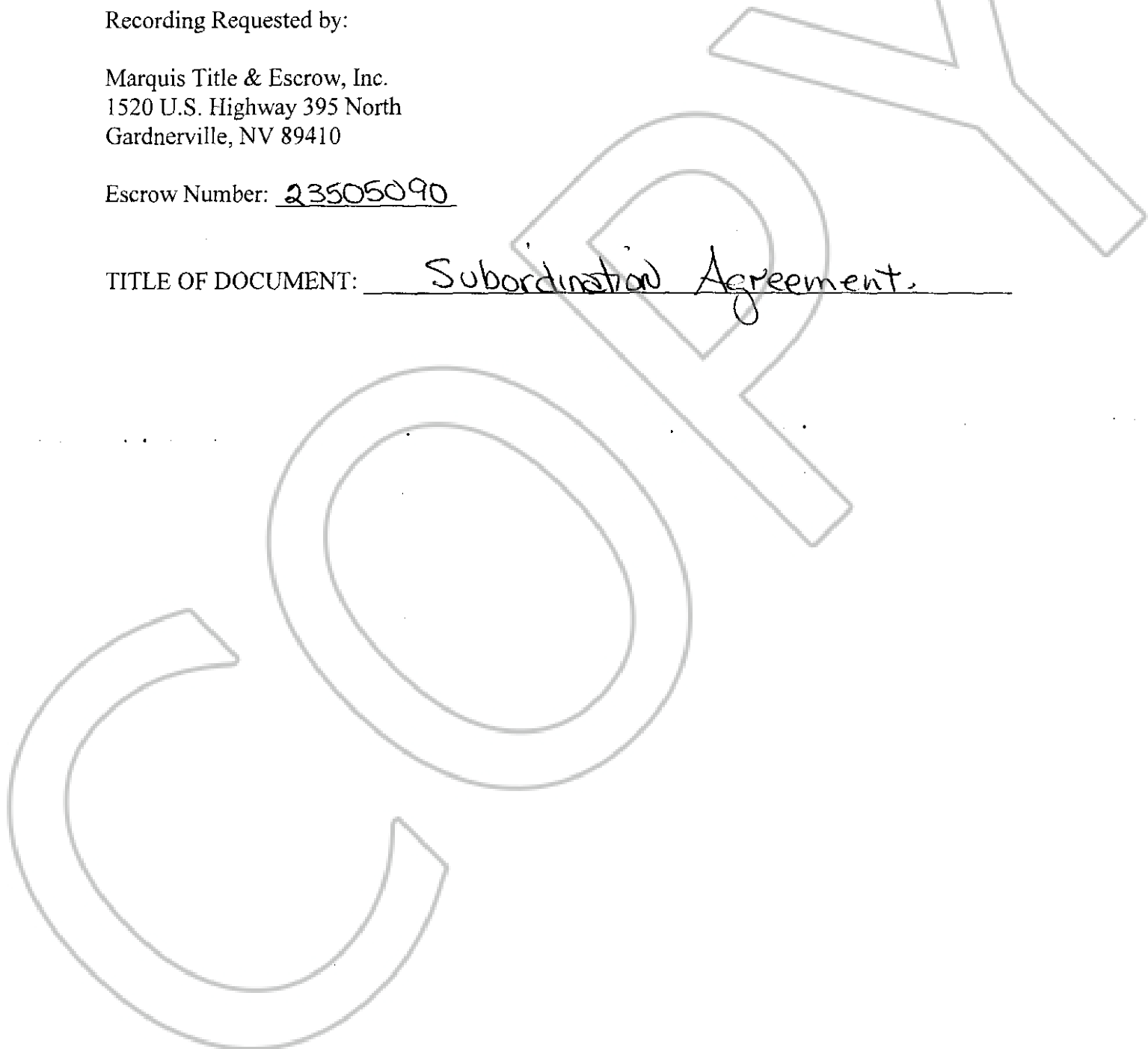
RPTT: \$ N/A or Exempt # _____

Recording Requested by:

Marquis Title & Escrow, Inc.
1520 U.S. Highway 395 North
Gardnerville, NV 89410

Escrow Number: 23505090

TITLE OF DOCUMENT: Subordination Agreement.



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ESCROW NO. 23505090
A.P.N. 1318-10-416-060

WHEN RECORDED MAIL TO:

Irwin
% Marquis Title
PO Box 403
Zephyr Cove, NV 89448

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 15 day of October 2003, by Jeff Ferris and Kelly Ferris, husband and wife as joint tenants owner of the land hereinafter described and hereinafter referred to as "Owner," and Russell Irwin and Leslie Irwin, husband and wife as joint tenants present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Jeff Ferris and Kelly Ferris, husband and wife as joint tenants did execute a deed of trust, dated June 1, 2002, to Stewart Title of Douglas County, as trustee, covering:

Lot 5, in Block 8, of plat of Second addition to Zephyr Heights Subdivision, being a portion of Section 10, Township 13 North, Range 18 East, M.D.B. & M., as filed in the office of the County Recorder of Douglas County, Nevada on July 6, 1948 as Document No. 6530.

to secure a note in the sum of \$ 121,000.00, dated June 1, 2002, in favor of Russell Irwin and Leslie Irwin, husband and wife which deed of trust was recorded August 12, 2002, in book 802, page 3103, 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 \$ 120,500.00 dated 10-27-03, in favor of 2 Loan & Investment LLC recorded 10-28-03, in Book 1003, at Page 14609, as Document No. 595128 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,

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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, see to 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;

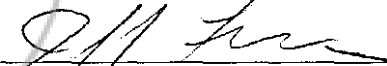
(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment 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 waiver, relinquishment and subordination; and

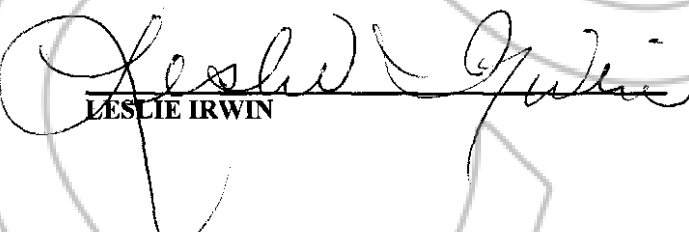
(d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OR 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 ATTORNEY'S WITH RESPECT THERETO.


RUSSELL IRWIN


JEFF FERRIS


LESLIE IRWIN


KELLY FERRIS

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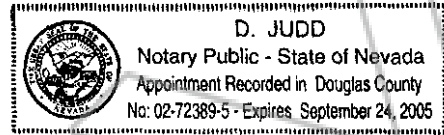
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STATE OF NEVADA

COUNTY OF Douglas

On October 27th 2003 personally appeared before me, a Notary Public, Russell Irwin
Leslie Irwin who acknowledged that T he y executed the above instrument.

D. Judd
Notary Public

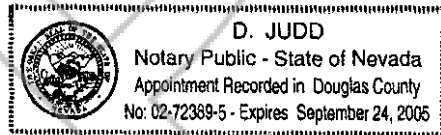


STATE OF Nevada

COUNTY OF Douglas

On October 27th 2003, personally appeared before me, a Notary Public, Jeff Ferris
Kelly Ferris who acknowledged that T he y executed the above instrument.

D. Judd
Notary Public



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