

RECORDING REQUESTED BY:
Fidelity National Title Company
Escrow No. 5008173-VC
Title Order No. 88958

When Recorded Mail Document To:
E-Trade Bank

REQUESTED BY
WESTERN TITLE COMPANY, INC.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 NOV 10 PM 3:23

WERNER CHRISTEN
RECORDER

\$170 PAID *PL* DEPUTY

88958-99

APN: 1319-18-214-018 na
790348109733491

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.

November 4,

THIS AGREEMENT, made ~~October 21~~, 2003, by **Michael P. Hunter and Cammy L. Hunter**

owner of the land hereinafter described and hereinafter referred to as "Owner," and **E-Trade Bank**

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, **Michael P. Hunter and Cammy L. Hunter**, did execute a deed of trust, dated **May 21, 2003**, to **United Title of Nevada, Inc a Nevada Corporation**, as trustee, covering

to secure a note in the sum of **\$45,000.00**, dated **May 21, 2003**, in favor of **E-Trade Bank**, which deed of trust was recorded as instrument no. **0578932**, on **June 5, 2003**, in book **0603**, page **02013**, 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 **\$368,000.00** dated **October 16, 2003**, in favor of **Washington Mutual Bank, FA a Federal Association**, 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~~ ^{RT} upon the land hereinbefore described, prior and superior to the lien ~~or charge~~ ^{RT} 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~~ ^{RT} upon the above described property prior and superior to the lien ~~or charge~~ ^{RT} of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien ~~or charge~~ ^{RT} of the deed of trust first above mentioned to the lien ~~or charge~~ ^{RT} of the deed of trust in favor of Lender; and

0596358

CLTA SUBORDINATION "A"
(EXISTING DEED OF TRUST TO NEW DEED OF TRUST)

INITIALS: *CAH/mlt*

BK1103PG04272

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 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, 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.

0596358

CLTA SUBORDINATION "A"

INITIALS: *CAH mpH*

BK 1103PG04273

APN: 1319-18-214-018

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.

~~E*Trade Bank~~
~~Washington Mutual Bank, FA a Federal Association~~

[Signature]
Michael P. Hunter

[Signature]
Ray A. Jeter Sr. Vice President

[Signature]
Cammy L. Hunter

Beneficiary

Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF ~~CALIFORNIA~~ Nevada
COUNTY OF Douglas

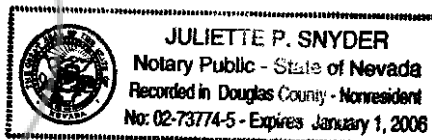
ON October 22, 2003 before me, Juliette P Snyder personally appeared

Michael P. Hunter

personally known to me (or 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.

Signature [Signature]



STATE OF ~~CALIFORNIA~~ Nevada
COUNTY OF Douglas

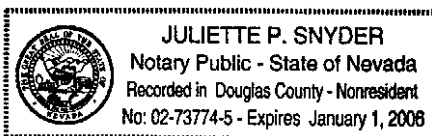
ON October 22 2003 before me, Juliette P Snyder personally appeared

Cammy L. Hunter

personally known to me (or 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.

Signature [Signature]



0596358

BK 1103586358

BK 1103 PG 4274

STATE OF Pennsylvania

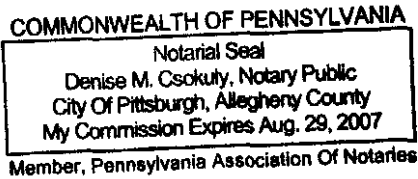
COUNTY OF Allegheny

On November 4, 2003
Date

before me, Denise M. Csokuly
Name and Title of Officer (e.g. 'Jane Doe, Notary Public')

personally appeared Ray A. Jeter Sr., Vice President
Name(s) of Signer(s)

_____ personally known to me - OR - _____ 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.
Denise M. Csokuly
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

Title or Type of Documents: _____

Document Date: _____ Number of Pages: _____

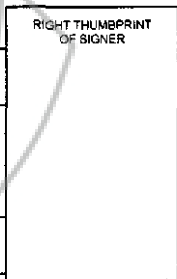
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

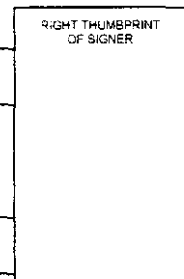
Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



0596358

BK1103PG04275