

P.I.N. #122021810125
MAIL TAX STATEMENTS TO:
Robert E Colescott and Lisa H Colescott
1330 Mary Jo Dr
Gardnerville, NV 89460
WHEN RECORDED MAIL TO
U.S. Bank National Association
Retail Service Center
4325 17th Ave SW
Fargo ND 58103

2119327-mo

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

2004 FEB 23 PM 4: 20

WERNER CHRISTEN
RECORDER

\$14⁰⁰ PAID KJ DEPUTY

Deed of Trust Subordination Agreement
Account Number: 3000170250
Drafted by: tmo

Legal Description:
LOT 320, AS SHOWN ON THE MAP OF
GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR
RECORD IN THE OFFICE OF THE COUNTY
RECORDER OF DOUGLAS COUNTY, NEVADA, ON
MARCH 27, 1974, PAGE 676, AS FILE NO. 72456.

This Agreement is made this 10th day of February, 2004, by and between U.S. Bank National Association ND ("Bank") and Loancity ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated June 30, 2003, granted by Robert E Colescott and Lisa H Colescott, husband and wife as joint tenants with right of survivorship ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on July 24, 2003, as Document No. 0584277 in Book 0703 at Page 11846, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated Feb. 12, 2004, granted by the Borrower, and recorded in the same office on 2/23/2004 as #605386, 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 \$151,000.00, 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

Sherri J. Bernard

By: Sherri J. Bernard
Title: Operations Officer

No Corporate Seal

STATE OF North Dakota)
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 10th day of February, 2004, 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.

RONDA A. SEVERSON
Notary Public
State of North Dakota
My Commission Expires March 18, 2005

Ronda A. Severson
Notary Public

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