

P.I.N. #1220-15-510-009
MAIL TAX STATEMENTS TO:
Thomas Avant
951 Riverview Dr
Gardnerville, NV 89410-8909
WHEN RECORDED MAIL TO
U.S. Bank National Association
Retail Service Center
4325 17th Ave SW
Fargo ND 58103

Deed of Trust Subordination Agreement

Account Number: 70436733098
Drafted by: th
143-2128322-JJ
Legal Description:

Lot 21, as said lot is shown on the map of the official plat of Gardnerville Ranchos, filed in the office of the county recorder of Douglas county, Nevada, on November 30, 1964, in book 1 of maps, file no. 26665

This Agreement is made this 31st day of March, 2004, by and between U.S. Bank National Association ND ("Bank") and Countrywide Home Loans, Inc. ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated August 5, 1999, granted by Thomas L Avant and Lynn L Avant, husband and wife ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on September 13, 1999, as Document No. 0476368, in Book: 999, on Page: 2107, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated April 2, 2004, granted by the Borrower, and recorded in the same office on April 12, 2004 as 610004, 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 \$163,900.00, 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

Sherrri J. Bernard

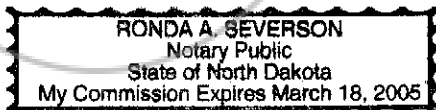
By: Sherrri J. Bernard
Title: Operations Officer

No Corporate Seal

STATE OF North Dakota)
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 31st day of March, 2004, by (name) Sherrri 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



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

2004 APR 12 PM 4:09

WERNER CHRISTEN
RECORDER

\$14⁰⁰ PAID KJ DEPUTY

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