

P.I.N. #1220-22-410-074
MAIL TAX STATEMENTS TO:
Frederic H Howland
1425 Sally Ln
Gardnerville, NV 89460

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: 3000233418

Drafted by: tmo

640501160

Legal Description:

LOT 878, 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 AS DOCUMENT ON. 72456.

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 APR 13 PM 3: 23

WERNER CHRISTEN
RECORDER

\$39⁰⁰ PAID *KJ* DEPUTY

This Agreement is made this 9th day of April, 2004, by and between U.S. Bank National Association ND ("Bank") and Provident Funding Associates, L.P ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated January 22, 2004, granted by Frederic H Howland ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on February 17, 2004, as Document No. 0604658 in Book 0204 at Page 6066, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated March 29, 2004, granted by the Borrower, and recorded in the same office on April 13, 2004, as DK 0404 PG. 6046, 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. Document No. 610122

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 \$156,000.00, 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

Kathleen M. Lokken

By: Kathleen M. Lokken
Title: Operations Officer

No Corporate Seal

STATE OF North Dakota)
COUNTY OF Cass)

The foregoing instrument was acknowledged before me this 9th day of April, 2004, by (name) Kathleen M. Lokken, 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.

ROSE PUNK
Notary Public
State of North Dakota
My Commission Expires Sept 16, 2009

Rose Junk
Notary Public