P.I.N. #1420-07-310-014 **MAIL TAX STATEMENTS TO:**

Charles E Brown

When recorded mail to:

FIRST AMERICAN EQUITY LOAN

SERVICES, INC.

1228 EUCLID AVE, SUITE 400

CLEVELAND, OH 44115

ATTN: CENTRAL RECORDING

Deed of Trust Subordination Agreement

Account Number: 70529305001

Drafted by: th

2004 AUG 11 PM 12: 05 WERNER CHRISTEN RECORDER

COUGLAS CO. HEVAD

DEPUTY

Legal Description:

LOT 6 IN BLOCK F AS SHOWN ON THE MAP OF VISTA GRANDE SUBDIVISION UNIT NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON NOVEMBER 9, 1964, AS DOCUMENT NO. 26518.

This Agreement is made this 21st day of May, 2004, by and between U.S. Bank National Association ND ("Bank") and Cendant Mortgage Corporation ("Refinancer").

| Bank is the mortgagee under a deed | f of trust (the "Junior De | eed of Trust") dated N | ovember 3, 1999, gr | anted by Cl | harles E. |
|--|----------------------------|------------------------|-----------------------|--------------|-----------|
| Brown and Mary L. Brown, husband | d and wife ("Borrower") | , and recorded in the | office of the County | Recorder, | Douglas |
| County, Nevada, on December 6, 1 | 999, as Document No. | 0482023, Bk: 1299, I | g: 0890, encumber | ing the real | property |
| described therein (collectively, the " | Property"). Refinancer | is the beneficiary und | der a deed of trust (| the "Senior | Deed of |
| Trust") dated | , 20, gra | nted by the Borrowei | , and recorded in | the same of | office on |
| , 20, | as | | encumbering the p | roperty. To | o induce |
| Refinancer to make a loan to the Bo | prrower secured by the | Senior Deed of Trust, | Bank has agreed to | execute an | d deliver |
| this Subordination Agreement. | | / Y | | | |

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 \$84,000.00, 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.

By: Sherri J. Bernard Title: Operations Officer

Bank Name: U.S. Bank National Association ND

No Corporate Seal

STATE OF North Dakota COUNTY OF Cass

The foregoing instrument was acknowledged before me this 21st day of May, 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.

LAURA LAKE Notary Public State of North Dakota My Commission Expires JULY 4, 2009

Notary Public

First American Equity Loan Services, Inc.

This instrument was drafted by US Bank, Collateral Services, PO BOX 2687, Fargo ND 5810