

**OFFICIAL RECORD**

Requested By:  
STEWART TITLE

1220-24-201-052  
WHEN RECORDED MAIL TO:  
WASHINGTON MUTUAL BANK  
HOUSTON CONSUMER LOAN CENTER CLRVLTTX  
1170 SILBER ROAD  
HOUSTON, TX 77055

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0405 PG-01307 RPTT: 0.00

050500596  
Loan Number: 646257568



**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**

**THIS AGREEMENT, made this 30th day of March, 2005, by**

**David Clyde Wallis and Blanche England Wallis, Trustees of the Wallis Family Trust Dated October 6, 2003**

owner of the land hereinafter described and hereinafter referred to as "Owner," and

**Washington Mutual Bank, FA, a federal association**

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

**THAT WHEREAS, David Wallis and Blanche England Wallis, husband and wife as joint tenants, as Trustor, did execute a Deed of Trust, dated March 27, 2004, to Stewart Title Company, as Trustee, covering:**

Property per Exhibit "A" attached hereto and made a part hereof

to secure a Note in the sum of **\$87,400.00**, dated **March 27, 2004**, in favor of **Washington Mutual Bank, FA, a federal association** which Deed of Trust was recorded on **April 13, 2004**, Instrument No. **610125**, of Official Records, in the Office of the County Recorder of **Douglas County, State of Nevada**; Which Deed of Trust has been modified to **\$200,350.00** and said modification agreement is to be recorded concurrently herewith; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$240,000.00**, dated 3-24-05, in favor of LoanCity.com, 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 upon the land hereinbefore described, prior and superior to the lien or charge 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 upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate 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; and

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 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 first 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 to, 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 of Deed of Trust in favor of Lender above referred to.

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.



Loan Number: 646257568

**BENEFICIARY**  
**«CurrentBeneficiaryVesting»**

By: Isla Swarthout  
Name: Isla Swarthout  
Title: Designated Signer

~~OWNER:  
By: David Wallis~~

~~By: Blanche England Wallis~~

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(SUBORDINATION FORM "A")

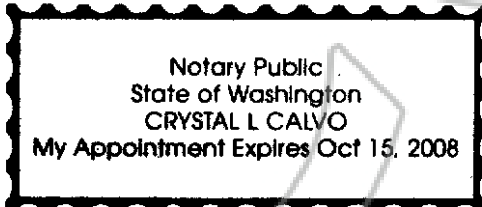
State of Washington )  
  ) ss.  
County of Snohomish )

I certify that I know or have satisfactory evidence that Isla Swarthout is the person who appeared before me, and said person acknowledged that (he / she) signed this instrument, on oath stated that (he / she) was authorized to execute the instrument and acknowledge it as the Designated Signer for Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 1, 2005

Crystal L Calvo  
Notary Signature

Crystal L. Calvo  
Typed or Printed Name of Notary Public



Notary Public  
My Appointment expires: 10/15/08



Order No.: 050500596

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of Nevada,  
County of DOUGLAS, described as follows:

Being a portion of the Southwest 1/4 of the Northwest 1/4  
of Section 24, Township 12 North, Range 20 East, M.D.B.&M.,  
described as follows:

Parcel 1 as set forth on Parcel Map LDA 03-014 for CLYDE E.  
WALLIS, ET UX, filed for recorded in the office of the  
County Recorder of Douglas County on August 5, 2003, in  
Book 0803, at Page 1626, as Document No. 585459.

Assessor's Parcel No. 1220-24-201-052

SCHEDULE A  
CLTA PRELIMINARY REPORT  
(12/92)

**STEWART TITLE**  
Guaranty Company



BK- 0405  
PG- 1311  
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