P.I.N. #1219-10-002-032 MAIL TAX STATEMENTS TO: Elwood Fayette Hill and Vicki Ann Hill 219 Shadow Mountain Cir 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: 3000156162

Drafted by: th 050702378 Legal Description: See Attachment

0655092 DOC 09/15/2005 10:54 AM Deputy: OFFICIAL RECORD

Requested By:

STEWART TITLE OF DOUGLAS COUNTY

Douglas County - NV Werner Christen - Recorder

15.00 Fee: 2 Page: 1 PG- 4988 RPTT: BK-0905



0.00

This Agreement is made this 12th day of September, 2005, by and between US Bank National Association ND ("Bank") and Homecomings Financial Network, Inc. ("Refinancer").

Bank is the mortgagee under a deed of trust (the "Junior Deed of Trust") dated May 8, 2003, granted by Elwood Fayette Hill and Vicki Ann Hill aka Vicki Hill, husband and wife as joint tenants ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on September 18, 2003, as Document No. 0590399, Bk: 0903, Page: 09757, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated September 7 ,  $20_{-}^{-}05$  granted by the Borrower, and recorded in the same office on September 14 2005 as Document No. 0655035, 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 \$209,000.00, 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: US Bank National Association ND

No Corporate Seal

By: Kathleen M. Lokken Title: Operations Officer

STATE OF North Dakota

COUNTY OF\_ Cass

The foregoing instrument was acknowledged before me this 12th day of September, 2005, by (name) Kathleen M. Lokken, the (title) Operations Officer of (bank name) US Bank National Association ND, a national banking association under the laws of The United States of America, on behalf of the association.

MICHELE BRUNETTE Notary Public State of North Dakots My Commission Expires SEPT 30, 2010 **Notary Public** 

Order No.: 050702378

## **LEGAL DESCRIPTION**

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

Lot 4, Block B, of SIERRA RANCHO ESTATES NO. 2, filed in the Office of the Douglas County Recorder's Office on May 17, 1985, in Book 585, Page 1534, Document No. 117513 of Official Records.

Assessor's Parcel No. 1219-10-002-032.

SCHEDULE A **CLTA PRELIMINARY REPORT** (12/92)

STEWART TITLE **Guaranty Company** 

BK- 0905 PG- 4989

