

OFFICIAL RECORD
Requested By:
1ST AMERICAN LENDERS

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-1105 PG-11754 RPTT: 0.00

APN: 1220-21-110-039

✓ When recorded mail to:
FIRST AMERICAN TITLE INSURANCE
CO, LENDERS ADVANTAGE
1228 EUCLID AVE, SUITE 400
CLEVELAND, OH 44115
ATTN: CENTRAL RECORDING

Mail Tax Statements To:
First American Tax Service
84335 Stemmons Freeway
Dallas TX. 75247



Document Title: Subordination Agreement

Grantor(s): John E Anderson and Barbara D. Anderson

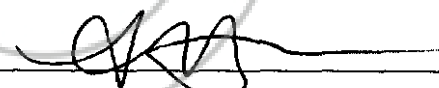
Additional names on page ___ of document

Grantee: Sovereign Bank

Trustee:

Legal Description:
See attached Exhibit A

I am requesting an emergency nonstandard recording for an additional fee. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.


Signature of Requesting Party

Account # 09000026043

THE SUBORDINATION IS NOT VALID FOR RECORDING AFTER NINETY (90) DAYS FROM THE DATE FIRST APPEARING BELOW. ANY CHANGES TO THIS DOCUMENT WITHOUT PRIOR WRITTEN INVESTOR APPROVAL WILL RENDER THIS SUBORDINATION NULL AND VOID.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Subordination Agreement

THIS SUBORDINATION AGREEMENT ("Agreement") is made this 23rd day of August 2005, between John E. Anderson and Barbara D. Anderson, ("Borrower"), whether one or more, and Sovereign Bank ("Subordinating Lender").

WITNESSETH

WHEREAS Borrower executed a note in the original principal sum of **\$ 30,000.00** dated February 14, 2004 secured by a deed of trust or mortgage of even date therewith in favor of E-Loan, Inc. assigned to Sovereign Bank covering property located at 763 Sunnyside Court, Gardnerville, Nevada, 89460 ("Property") recorded on March 18, 2004 in Douglas County as Book # 0304, Page # 8449, Instrument # 607543, Official Records of said County, and

WHEREAS, the note and deed of trust or mortgage has been assigned to Subordinating Lender, and

WHEREAS, Borrower has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum **\$ 205,000.00** dated 9 / 10 / 05, ("New Loan") in favor of Charles Schwab Bank NA, ("New Lender"); and

WHEREAS, New Lender is willing to make the New Loan provided the deed of trust or mortgage securing same is a lien or charge upon the Property prior and superior to the lien or charge of the deed of trust held by Subordinating Lender, and provided that Subordinating Lender will specifically and unconditionally subordinate its lien to the lien or charge of the deed of trust or mortgage in favor of New Lender, and

WHEREAS, it is to the mutual benefit of the parties hereto that New Lender make such New Loan to Borrower; and Subordinating Lender is willing that the deed of trust or mortgage securing same shall, when recorded, constitute a lien or charge upon said land which in unconditionally prior and superior to the lien or charge held by Subordinating Lender.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce New Lender to make the New Loan, it is hereby declared, understood and agreed as follows:

1. The deed of trust or mortgage securing the New Loan in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property, prior and superior to Subordinating Lender's lien or charge.
2. New Lender would not make its New Loan without this Agreement.
3. This Agreement shall be the whole and only agreement with regard to the subordination of the Subordinating Lender's lien or charge to the New Lender's lien or charge.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)



0661712

Page: 2 Of 5

BK- 1105
PG- 11755
11/29/2005

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

By: Sovereign Bank

By: Steven Yokell
Steven Yokell
Assistant Vice President

Borrower(s) Name: [Signature]
Barbara D. Anderson

ACKNOWLEDGMENT BY LENDER

State of Rhode Island
County of Providence

On this, the 23rd day of August, 2005, before me, A Notary Public, personally appeared Steven Yokell, personally known to me as Assistant Vice President to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, for the purposes and consideration therein expressed, as the act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

[Signature]
Notary Public, Lisa Joy Oliver
My commission expires: 5/23/09

NOTARIAL SEAL

ACKNOWLEDGMENT BY BORROWER

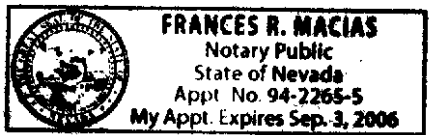
State of Nevada
County of Douglas

On this, the 10 day of Sept, 2005, A Notary Public, personally appeared Barbara D. Anderson ~~Barbara D. Anderson~~ known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public

BK- 1105
PG- 11756
0661712 Page: 3 Of 5 11/29/2005



(NOTARIAL SEAL)

ACKNOWLEDGEMENT BY BORROWER

State of NEVADA

County of Douglas

On this, the 10 day of Sept, 2005, A Notary Public, personally appeared Barbara D. Anderson know to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

FRANCIS R. MACIAS
Notary Public

(NOTARIAL SEAL)



LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED PROPERTY LOCATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 38, AS SHOWN ON THE FINAL MAP OF TILLMAN ESTATES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 12, 1994; IN BOOK 494, PAGE 2192, AS DOCUMENT NO. 334956.

PURSUANT TO NRS SECTION 111.312, THE ABOVE LEGAL DESCRIPTION IS THE SAME PROPERTY CONVEYED IN DEED RECORDED 8/13/2003 AS INSTRUMENT NO. 0586416 IN BOOK 0803 PAGE 06735.

