

SUBORDINATION AGREEMENT

This SUBORDINATION AGREEMENT is made this ____ day of _____, between _____ as owner of the land (hereinafter referred to as "Owner") whose address is _____, and _____, the present holder of the Deed of Trust and note, whose address is _____, (hereinafter "Beneficiary").

RECITALS

A. Owner, the owner of a certain parcel of real property situate in the County of _____, State of Colorado, more fully described as follows:

executed a Deed of Trust dated _____, to the Public Trustee in and for the County of _____ to secure a note in the original principal amount of \$ _____ dated _____, and payable to _____. Said Deed of Trust was recorded on _____, in the records of said County at Reception _____;

B. The Owner will execute a Deed of Trust and note in the original principal amount of \$ _____ on _____, payable to _____, (hereinafter referred to as "Lender"); and

C. It is the desire of the parties and to the mutual benefit of all parties that the lien of the Deed of Trust in favor of the Beneficiary be subordinate to the lien of the Deed of Trust for the use and benefit of the Lender.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties hereto, and the promises set forth, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. The Deed of Trust securing the said note in favor of the Lender, shall be, and at

all times remain, a lien or charge upon the property described therein which is prior and superior to the lien or interest created by the Deed of Trust held by the Beneficiary.

2. The consideration to be paid to the Beneficiary is as follows: None.
3. This agreement shall be controlling with regard to the priority of the Deeds of Trust specified above, and the terms hereof shall supersede any provisions contained in the Deed of Trust for the use and benefit of the Beneficiary regarding subordination.
4. The Beneficiary has reviewed the terms and conditions of the note and the Deed of Trust in favor of the Lender, and hereby approves those terms and conditions. The Beneficiary understands that the Lender is under no obligation to supervise the application of the proceeds received from the Lender, and the Beneficiary agrees that an endorsement will be placed upon the note held by the Beneficiary to the effect that the Deed of Trust securing said note has been subordinated to the lien created by the Deed of Trust for the use and benefit of the Lender named above. The Beneficiary understands that the Lender may not have made the loan or may not have advanced funds to the Owner without this Subordination Agreement.

Beneficiary

Owner

By _____

Title _____

Print Name

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was subscribed and sworn to before me this _____ day of _____, 200__, by _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public

STATE OF)
) ss.
COUNTY OF)

The foregoing instrument was subscribed and sworn to before me this ____ day
of _____ 2002, by _____.

Witness my hand and official seal.

My commission expires: _____.

Notary Public