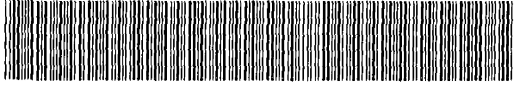


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31. *mic*
 FEE ISSO FS 0J-02879
 GRP _____ C/D _____ COMP CC
 DEL _____ SCAR7 _____ PV _____

Received - DIANE L. BATTIATO
 Register of Deeds, Douglas County, NE
 6/27/2012 09:11:57.69

 2012062263

⑦

✓ 109279

Deed Of Trust Subordination Agreement

Account No. 4431

This Agreement is made this 8 day of June, 2012, by and between US Bank National Association ND ("Bank") and U.S. BANK N.A. ("Refinancer").

Bank is the beneficiary under a deed of trust (the "Junior Deed of Trust") dated 02 day of July, 2010, granted by Lonnie E Smith and Paula Smith, husband and wife ("Borrower"), residing at 11769 175th Cir N, Bennington, NE 68007-5712 and recorded in the office of the Register of Deeds, Douglas County, Nebraska, on Book _____, Page _____, as Document 2010065076, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated June 17, 2012, granted by the Borrower, and recorded in the same office on June 27, 2012, as Document 2012062268, 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.

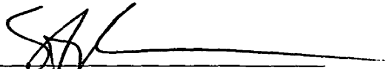
ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Deed of Trust on the Property is and shall be and shall remain fully subordinate for 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 \$267,000.00, 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 Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

Legal Description: See Attached Legal

Property Address: 11769 175th Cir N, Bennington, NE 68007-5712

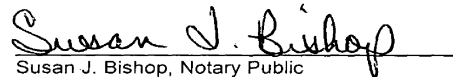
IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

US Bank National Association ND

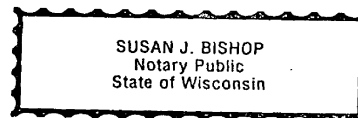

By: Steven Barnes
Title: Vice President

STATE OF Wisconsin)
COUNTY OF Winnebago)

The foregoing instrument was acknowledged before me this this 8 day of June, 2012, by (name) Steven Barnes, the (title) Vice President of US Bank National Association ND, a national banking association, on behalf of the association.


Susan J. Bishop, Notary Public
My Commission Expires: 10/18/2015

Prepared by: Nikki Zweiger



① 2012-06-27 This instrument was drafted by: US Bank Corporate Loan Servicing Center, 1850 Osborn Ave, Oshkosh, WI 54902

THE FOLLOWING DESCRIBED REAL PROPERTY IN DOUGLAS COUNTY, NEBRASKA (HEREIN THE "PROPERTY"):

LOT(S) 68 IN BENNINGTON LAKE, A SUBDIVISION, AS SURVEYED, PLATTED AND RECORDED IN DOUGLAS COUNTY, NEBRASKA.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN DOCUMENT NO. 2003178553, OF THE DOUGLAS COUNTY, NEBRASKA RECORDS.