

SUBORDINATE DEED OF TRUST

Prepared By and when Recorded Mail To:

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Use only

Know all men by these presents:

The grantor is _____ ("*Borrower*").

The trustee is Wells Fargo Bank, National Association ("*Trustee*"), whose address is 201 Main Street, Suite 301, MAC T 5441-030, Fort Worth, Texas 76102.

The beneficiary is the Nortex Housing Finance Corporation, a Texas public non-profit corporation, ("*Issuer*"), whose address is 4309 Jacksboro Highway, Wichita Falls, Texas 76307.

Borrower irrevocably grants and conveys to Trustee and as assignee of the Issuer, in trust, with power of sale, the following described real estate and premises situated in the Eligible Loan Area, as defined in the Origination, Sale and Servicing Agreement by and among the Authority, U.S. Bank Home Mortgage-MRBP Division as the Servicer and the various Lenders, to-wit:

(include P.I. number, address of property and legal description)

with all the improvements hereon and appurtenances thereunto belonging; and warrant the title to the same, subject to a prior lien evidenced by a first mortgage from the Borrower to be executed contemporaneously herewith. Trustee and Borrower acknowledge and agree that this Subordinate Deed of Trust is subject and subordinate in all respects to the liens, terms, covenants and conditions of the first Mortgage (as defined in the Origination, Sale and Servicing Agreement described above) and to all advances heretofore made or which may hereafter be made pursuant to the first Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the first Mortgage, curing defaults by the Borrower under the first Mortgage or for any other purpose expressly permitted by the first Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. In the event of a foreclosure or deed in lieu of foreclosure of the first Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns

