

AND WHEN RECORDED MAIL TO

Comstock Title Co. ✓  
1413 S. VIRGINIA  
RENO, NV. 89509  
200560 B.A.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS AGREEMENT, made this 22<sup>ND</sup> day of JUNE, 1983, by C. H. NELSON CONSTRUCTION COMPANY, a California Corporation, owner of the land hereinafter described and hereinafter referred to as "Owner", and KENNETH C. KJER and LINDA C. KJER, husband and wife, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT, WHEREAS, C. H. NELSON CONSTRUCTION COMPANY, a California Corporation did execute a deed of trust dated April 28, 1983, to Delta Escrow Company, as trustee, covering:

See Exhibit "A" attached hereto and made a part hereof.

to secure a note in the sum of \$ 400,000.00, dated April 28, 1983, in favor of KENNETH C. KJER and LINDA C. KJER, husband and wife, which deed of trust was recorded April 29, 1983, in book/reel 483, page/image 1854, Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 100,000.00, dated JUNE 9, 1983, in favor of COMMUNITY BANK, A CALIFORNIA CORPORATION, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above-mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above-mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above-described property prior and superior to the lien or charge of the deed of trust first above-mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above-mentioned to the lien or charge of the deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above-mentioned.

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

(1) That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above-mentioned;

(2) That Lender would not make its loan above-described without this subordination agreement; and

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above-mentioned to the lien or charge of the deed of trust in favor of Lender above-referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the deed of trust first above-mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that:

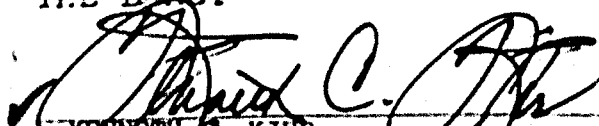
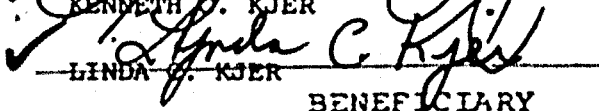
(a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above-referred to, and (ii) all agreements, including but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's loan;



(b) Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;

(c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above-mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above-referred to, and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made, and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

(d) An endorsement has been placed upon the note secured by the deed of trust first above-mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above-referred to.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

  
KENNETH C. KJER  
  
LINDA C. KJER  
BENEFICIARY

By:   
By:   
OWNER

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

EXHIBIT "A"

LEGAL DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, being portions of the Southwest Quarter of the Southwest Quarter of Section 24, Township 13 North, Range 18 East, M.D.B. & M., more particularly described as follows:

Parcel No. A and Parcel No. B, as shown on that Parcel Map for Kenneth Kjer, recorded June 9, 1981, in Book 681 of Official Records, at page 770, Douglas County, Nevada, as Document No. 57043.

Assessment Parcel Nos. 07-292-19-6 (A) and 07-292-20-4 (B)

STATE OF ~~CALIFORNIA~~ <sup>NEVADA</sup>  
COUNTY OF DOUGLAS

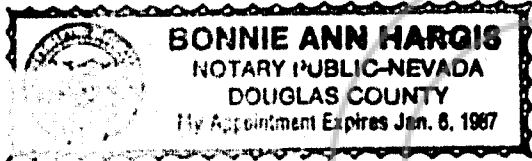
On this 22<sup>nd</sup> day of JUNE in the year one thousand nine hundred and eighty seven before me, BONNIE ANN HARGIS, c Notary Public, State of ~~California~~ <sup>NEVADA</sup>, duly commissioned and sworn, personally appeared KENNETH C. KJER AND LYNDIA C. KJER

known to me to be the person s whose names s subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the Douglas County of Nevada the day and year in this certificate first above written.

Bonnie Ann Hargis  
Notary Public, State of California

My commission expires 1-6-87



Cowdery's Form No. 32--Acknowledgement--General (C. C. Sec. 1190a)

REQUESTED BY  
Condor Title Co.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$6.00  
1983 JUN 22 PH 2:25

SUZANNE BEAUDREAU  
RECORDER  
Case of Kjer 081950  
Dep. BOOK 583 PAGE 1916