

RECORDING REQUESTED BY:

Douglas County Title Co.

WHEN RECORDED MAIL TO:

California Federal Savings  
40 West 1st St., Suite 200  
Reno, NV 89505

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made this 20th day of October, 1983, by

Charles R. Manchester and Carolyn L. Manchester, husband and wife

owner of the land hereinafter described and hereinafter referred to as "Owner," and  
Thomas J. Hall, Trustee of the Donald T. and Peggy Hall Trust, as to an undivided 1/2 interest;  
and Doris T. Rohrer, a widow, as to an undivided 1/2 interest

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Charles R. Manchester and Carolyn L. Manchester  
did execute a deed of trust, dated April 12, 1978, to First American Title Company of  
Nevada, as trustee, covering:

Lot 2 and an undivided 1/8th interest in and to Lot 9, as shown on that certain  
Map of Kingsbury Glen Subdivision, filed in the office of the Recorder of Douglas  
County, Nevada, filed on November 21, 1977, as Instrument No. 15253, filed in Book  
1177, at page 1345.

Assessment Parcel No. 07-294-03-6

to secure a note in the sum of \$ 31,500.00, dated April 12, 1978, in favor of  
Thomas J. Hall, Trustee; and Doris T. Rohrer, in book 578, page 530, Official Records of said county; and  
recorded May 8, 1978

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 100,000.00  
dated 10/18/83, in favor of California Federal Savings and Loan Association, a  
corporation, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions de-  
scribed 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 specifi-  
cally 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.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the re-  
ceipt 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.

(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 agreement 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.

THIS DOCUMENT MAY BE SIGNED IN COUNTERPARTS.

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

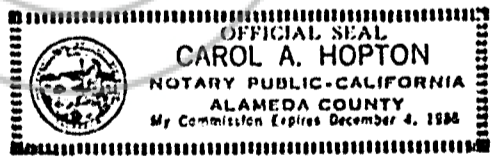
X \_\_\_\_\_  
 Thomas J. Hall, Trustee  
 X Doris T. Rohrer  
 Beneficiary  
 Doris T. Rohrer

X Charles R. Manchester  
 Charles R. Manchester  
 X Carolyn L. Manchester  
 Owner  
 Carolyn L. Manchester

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF ~~NEVADA~~ California } ss.  
 COUNTY OF Alameda  
 On November 1, 1983 before me, the undersigned, a Notary Public in and for  
 said State, personally appeared Doris T. Rohrer

known to me to be the person whose name is  
 subscribed to the within instrument and acknowledged to me  
 that she executed the same.  
 WITNESS my hand and official seal.  
 Signature Carol A. Hopton  
 Carol A. Hopton  
 Name (Typed or Printed)

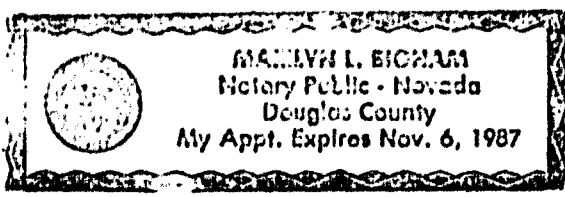


(This area for official notarial seal)

STATE OF NEVADA } ss.  
 COUNTY OF Douglas  
 On 11-7-83 before me, the undersigned, a Notary Public in and for  
 said State, personally appeared Charles R. Manchester and Carolyn L. Manchester

EMENT, THE PARTIES

known to me to be the person whose name s are  
 subscribed to the within instrument and acknowledged to me  
 that they executed the same.  
 WITNESS my hand and official seal.  
 Signature Marilyn L. Bigham  
 Name (Typed or Printed)



(This area for official notarial seal)

090820

BOOK 183 PAGE 1182

(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 agreement 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.

\*\*\*\*\*THIS DOCUMENT MAY BE SIGNED IN COUNTERPART\*\*\*\*\*

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<p>X <u>Thomas J. Hall</u> X          Thomas J. Hall, Trustee</p> <p>X _____ X          Beneficiary          Doris T. Rohrer</p>	<p>_____ X          Charles R. Manchester</p> <p>_____ X          Owner          Carolyn L. Manchester</p>
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STATE OF NEVADA }  
 COUNTY OF Washoe } ss.  
 On October 28, 1983 before me, the undersigned, a Notary Public in and for  
 said State, personally appeared: THOMAS J. HALL

known to me to be the person whose name is  
 subscribed to the within instrument and acknowledged to me  
 that he executed the same.  
 WITNESS my hand and official seal.

Signature Nellie M. Butler  
 Nellie M. Butler



STATE OF NEVADA }  
 COUNTY OF \_\_\_\_\_ } ss.  
 On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for  
 said State, personally appeared \_\_\_\_\_

known to me to be the person whose name \_\_\_\_\_  
 subscribed to the within instrument and acknowledged to me  
 that \_\_\_\_\_ executed the same.  
 WITNESS my hand and official seal.

Signature \_\_\_\_\_  
 Name (Typed or Printed) \_\_\_\_\_

RECEIVED BY  
**DOUGLAS COUNTY TITLE**  
 IN OFFICIAL RECORDS OF  
 DOUGLAS CO., NEVADA  
 \$ 7.00 fee  
 1983 NOV 10 PM 1:53

SUZANNE BLAUDREAU  
 RECORDER  
Carol J. [Signature] 090820  
 (This area for official notarial use) BOOK **1183** PAGE **1183** 1266 (6/72)