

AND WHEN RECORDED MAIL TO

Umeda

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 1938 A (12-87)

## 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 30th day of November, 1983, by DAVE JOHNSON and LOIS JOHNSON, and P-K CONSTRUCTION, INC., owner of the land hereinafter described and hereinafter referred to as "Owner," and BRUCE K. UMEDA and STEVEN S. UMEDA, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

## WITNESSETH

THAT WHEREAS, DAVE JOHNSON and LOIS JOHNSON, and P-K CONSTRUCTION, INC. did execute a deed of trust, dated May 12, 1983, to BRUCE K. UMEDA and STEVEN S. UMEDA, as trustee, covering:

Lot 326, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record in the office of the County Recorder of Douglas County, Nevada, on May 29, 1973, as File No. 66512.

EXCEPTING oil, gas and mineral rights

A.P.N. 29-213-04

to secure a note in the sum of \$ 7,250.00, dated May 12, 1983, in favor of BRUCE K. UMEDA and STEVEN S. UMEDA, which deed of trust was recorded November 3, 1983, in book 1183 page 377, 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 \$ 65,000.00, dated November 7, 1983, in favor of Sierra Savings and Loan Association, 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

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.
- (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.

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BOOK 1183 PAGE 3143

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.

Bruce K. Umeda  
Bruce K. Umeda  
Steven S. Umeda  
Steven S. Umeda Beneficiary

Dave Johnson  
Dave Johnson  
Lois Johnson  
Lois Johnson  
P-K Construction, Inc.  
P-K Construction, Inc. Owner

By: Peter M. Beckhof, Jr.  
Peter M. Beckhof, Jr.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF Hawaii  
County of 1 Molokai }

On July 8, 1983

DATE ..... personally appeared before me,  
a Notary Public (or judge or other officer, as the case may be).  
Bruce K. Umeda and Steven S. Umeda  
who acknowledged that he executed the above instrument.

SEAL

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Molokai the day and year in this certificate first above written  
July 8, 1983  
Signature of Notary  
NOTARY PUBLIC, FIRST JUDICIAL CIRCUIT - STATE OF HAWAII  
MY COMMISSION EXPIRES: 10-7-84

CABLES FORM NO. 36 N (ACKNOWLEDGMENT GENERAL) -- B16355

STATE OF Nevada  
County of Douglas }

On November 30, 1983

DATE ..... personally appeared before me,  
a Notary Public (or judge or other officer, as the case may be).  
Dave Johnson and Lois Johnson  
who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Douglas the day and year in this certificate first above written  
C. Aceves  
Signature of Notary

C. ACEVES  
Notary Public - Nevada  
Douglas County  
My Appointment Expires Aug. 14, 1988

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CABLES FORM NO. 36 N (ACKNOWLEDGMENT GENERAL) -- B16355

Individual

STATE OF HAWAII )  
 ) SS.  
COUNTY OF Honolulu )

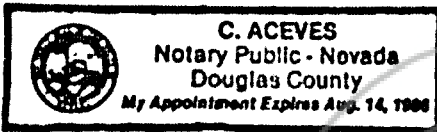
On this 18<sup>th</sup> day of July, 1983, before me [Signature], a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Bruce K. Lueders known to be the person(s) described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

SEAL

[Signature]  
Notary Public in and for the State of Hawaii  
My Commission Expires: 3-31-87

STATE OF NEVADA,  
County of Douglas }

On this 30<sup>th</sup> day of November A. D. one thousand nine hundred and eighty three personally appeared before me, [Signature], a Notary Public



in and for the County of Douglas State of Nevada. Peter M. Buckhof, Jr. known to me to be the president of the corporation that executed the foregoing instrument and upon oath did depose that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation, and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures, and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp the day and year in this certificate first above written.

[Signature]

CARLISLE'S FORM NO. 28N-(ACKNOWLEDGMENT-CORPORATION) 85188

REQUESTED BY  
**LAWYERS TITLE INS. CORP.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA  
\$ 17.00 pd.

1983 NOV 30 PM 3: 53

SUZANNE BEAUDREAU  
RECORDER

Carol J. Chase 091775  
Dep. BOOK 1183 PAGE 3145