



- (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.

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.

Royal G. Brooks  
 Beneficiary

LOYAL, G. BROOKS

Stanley Chan  
 STANLEY CHAN  
Rose Chan  
 ROSE CHAN                      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.

(CLTA SUBORDINATION FORM "A")

STATE OF NEVADA

COUNTY OF San Francisco } ss.

On January 13, 1986 before me, the undersigned, a Notary Public in and for

said State, personally appeared STANLEY CHAN and ROSE CHAN

proved to me on the basis of satisfactory evidence

known to me to be the person S 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 *Stella Tom*

Stella Tom

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF NEVADA

COUNTY OF Merced } ss.

On January 15, 1986 before me, the undersigned, a Notary Public in and for

said State, personally appeared LOYAL G. BROOKS

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 *Marian C. Dalgety*

Marian C. Dalgety

Name (Typed or Printed)



(This area for official notarial seal)

REQUESTED BY *Aloupa County Hill*  
IN OFFICE OF RECORDS OF  
COUNTY OF NEVADA

26 JAN 17 12:34

SUZANNE L. DEBEAU  
RECORDER

\$ 7.00 PAID *SD* DEPUTY

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