

RECORDING REQUESTED BY

#40956 MCA

AND WHEN RECORDED MAIL TO

Name [Byrd]
 Street Address [1371 Langley Drive]
 City & State [Gardnerville, NV. 89410]

SPACE ABOVE THIS LINE FOR RECORDER'S USE

To 1538 A (12.67)

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 25th day of August, 1986, by H & S CONSTRUCTION

owner of the land hereinafter described and hereinafter referred to as "Owner," and ROBERT M. BYRD AND CAROL BYRD, present owner and holder of the deed of trust

and note first hereinafter described and hereinafter referred to as "Beneficiary;"

WITNESSETH

THAT WHEREAS, H & S CONSTRUCTION

did execute a deed of trust, dated July 3, 1986, to LAWYERS TITLE OF NORTHERN NEVADA, INC., as trustee, covering:

Lot 500, 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.

A.P.N. 29-194-30

to secure a note in the sum of \$ 7,500.00, dated July 3, 1986, in favor of ROBERT M. BYRD AND CAROL BYRD, which deed of trust was recorded July 17, 1986, in book 786, page 1396, 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 \$ 50,000.00, dated September 11, 1986, in favor of The Lake Tahoe Inn Profit Sharing Plan, 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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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.

✓ Robert M Byrd
ROBERT M. BYRD
✓ Carol Byrd
Beneficiary
CAROL BYRD

H & S Construction
H & S Construction
BY:
Randall S Harris
Owner
RANDALL S. HARRIS

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

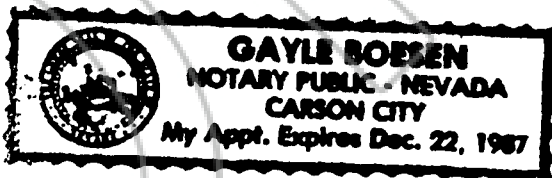
STATE OF NEVADA }
XXXXXX Carson City, Nevada } ss.

On September 5, 1986 DATE personally appeared before me,

a Notary Public (or judge or other officer, as the case may be),
ROBERT M. BYRD AND CAROL BYRD
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 Carson City, Nevada the day and year in this certificate first above written.

Gayle Boesen
Signature of Notary



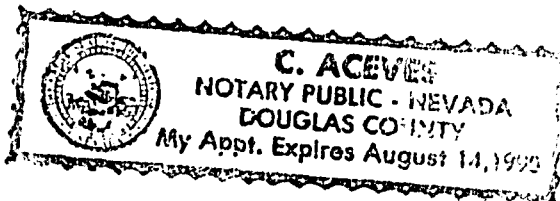
STATE OF NEVADA }
County of Douglas } ss.

On September 12, 1986 DATE personally appeared before me,

a Notary Public (or judge or other officer, as the case may be),
Randall S. Harris, General Partner
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, Nevada the day and year in this certificate first above written.

C. Aceves
Signature of Notary



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

COPY

REQUESTED BY
LAWYERS TITLE
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'86 SEP 16 19:44

SUZANNE BEAUDREAU
RECORDER

\$ 7- PAID *[Signature]* DEPUTY

141028

BOOK **986** PAGE **1768**