

RECORDING REQUESTED BY:

First Nevada Title Company

WHEN RECORDED MAIL TO:

William Ferguson
P.O. Box 1896
Minden, NV 89423

Escrow No. 203109VM

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 25th day of March, 19 88, by

FLOYD LANE HOLDEMAN AND VIRGINIA CAROL HOLDEMAN

owner of the land hereinafter described and hereinafter referred to as "Owner," and
R.F. TRUTE AND BETTY TRUTE, 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, FLOYD LANE HOLDEMAN AND VIRGINIA CAROL HOLDEMAN
did execute a deed of trust, dated May 15, 1987, to FIRST NEVADA TITLE COMPANY
, as trustee, covering:

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

Situate in the Northwest 1/4 of the Northwest 1/4 of Section 19, Township 12 North,
Range 2 East, M.D.B. & M., as follows:

Parcel 4-D as set forth on the Parcel Map No. 2 for Walter M. Lee etals, filed for
record in the office of the Recorder of Douglas County, Nevada on December 29, 1986
in Book 1286, Page 3301, Document No. 147387, Official Records.

Assessor's Parcel No. 29-470-21

to secure a note in the sum of \$ 39,500.00, dated May 15, 1987, in favor of Walter M.
Lee, R.F. Trute and Betty Trute, which deed of trust was
recorded May 20, 1987, in book 587, page 2041, 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 \$ 118,000.00
dated, in favor of William R. Ferguson,
, 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.

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.

R. F. Trute
 R. F. TRUTE
Betty Trute
 BETTY TRUTE Beneficiary

Floyd Lane Holdeman
 FLOYD LANE HOLDEMAN
Virginia Carol Holdeman
 VIRGINIA CAROL HOLDEMAN Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA,

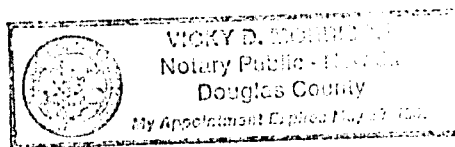
County of DOUGLAS } ss.

On March 18, 1988 DATE personally appeared before me,

a Notary Public (or judge or other officer, as the case may be),
R. F. TRUTE, BETTY TRUTE, FLOYD LANE HOLDEMAN AND
VIRGINIA CAROL HOLDEMAN
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.

[Signature]
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
FIRST NEVADA TITLE COMPANY

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'88 MAR 28 A11:25

SUZANNE BEAUDREAU
RECORDER

\$ 7.00 PAID QU DEPUTY

BOOK 175058
388 PAGE 3347