

RECORDING REQUESTED BY:

FIRST NEVADA TITLE

WHEN RECORDED MAIL TO:

FIRST INTERSTATE BANK OF NEVADA
416 ESMERALDA
MINDEN, NV 89423

SPACE ABOVE THIS LINE FOR RECORDER'S USE

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 16TH day of DECEMBER, 19 91, by
RON HALL AND JOAN HALL, HUSBAND AND WIFE**

owner of the land hereinafter described and hereinafter referred to as "Owner," and

FIRST INTERSTATE BANK OF NEVADA, N.A.

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

WITNESSETH

THAT WHEREAS, RON HALL AND JOAN HALL, HUSBAND AND WIFE did execute a deed of trust, dated MARCH 9, 1990, to STEWART TITLE OF DOUGLAS COUNTY, as trustee, covering:

ALL THAT CERTAIN REAL PROPERTY SITUATE, LYING AND BEING A PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 23, AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

PARCEL 1-D AS SHOWN ON THAT CERTAIN RECORD OF SURVEY FOR S.M.S. ENTERPRISES RECORDED FEBRUARY 23, 1982, IN BOOK 282 OF OFFICIAL RECORDS AT PAGE 1257 DOUGLAS COUNTY, NEVADA, AS DOCUMENT NO. 65166 BEING A DIVISION OF PARCEL 1-D AS SHOWN ON THAT PARCEL MAP FOR S.M.S. ENTERPRISES RECORDED JANUARY 10, 1978, IN BOOK 178 OF OFFICIAL RECORDS, AT PAGE 560, DOUGLAS COUNTY, NEVADA, SAID MAP BEING A REDIVISION OF PARCEL 1 AS SHOWN ON THAT RECORD OF SURVEY FOR S.M.S. ENTERPRISES, RECORDED APRIL 9, 1973, IN BOOK 473 OF OFFICIAL RECORDS, AT PAGE 157, DOUGLAS COUNTY, NEVADA.

ASSESSOR'S PARCEL NO. 29-040-15

to secure a note in the sum of \$ 40,000.00, dated MARCH 9, 1990, in favor of FIRST INTERSTATE BANK OF NEVADA, N.A., which deed of trust was recorded MARCH 14, 1990, in book 390 page 1640, 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 \$ 135,000.00 dated JANUARY 8, 1992, in favor of FIRST INTERSTATE BANK OF NEVADA, N.A., 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 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.

FIRST INTERSTATE BANK OF NEVADA, N.A.
 BY: [Signature]
 M.L. MENESINI Beneficiary

 RON HALL

 JOAN HALL Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

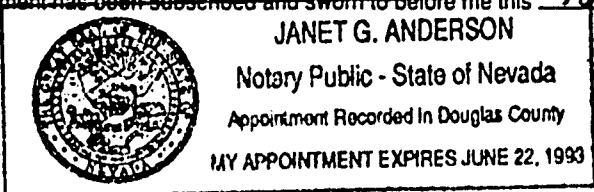
STATE OF NEVADA)
 County of DOUGLAS) ss.

Acknowledgment

On the date set forth below, M.L. MENESINI (name[s]) personally appeared before me, a notary public in and for the County and State listed above. he is (are) the persons(s) who executed this instrument voluntarily for the purposes mentioned.

Witnessing this, I have affixed my official seal and signed my name in the County and State shown above on the date listed below.

This instrument has been subscribed and sworn to before me this 16th day of DECEMBER, 19 91.



[Signature]
 Notary Public

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

'92 JAN 17 P12:18

SUZANNE BENDERBAU
RECORDED

\$7.00 PAID *OK* DEPUTY

BOOK 192 PAGE 1983

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