

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

92020160

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 15th day of APRIL, 1992, by GARY NEWELL and SUZANNE NEWELL

owner of the land hereinafter described and hereinafter referred to as "Owner," and NEVADA NATIONAL BANK, now known as, SECURITY PACIFIC BANK NEVADA, a National Corporation present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, GARY NEWELL and SUZANNE NEWELL did execute a deed of trust, dated DECEMBER 6, 1988, to WESTERN TITLE COMPANY, INC., as trustee, covering:

A parcel of land situated in and being a portion of Section 34, Township 13 North, Range 20 East, M. D. B. & M., Douglas County, Nevada, more particularly described as follows:

PARCEL D-2, as set forth on that certain POWERS Parcel Map, filed for record in the Office of the County Recorder of Douglas County, Nevada, on November 16, 1983, in Book 1183, Page 1535, Document No. 91013, of Official Records.

Assessment Parcel No. 23--260--43 to secure a note in the sum of \$ 10,000.00, dated DECEMBER 6, 1988, in favor of NEVADA NATIONAL BANK, which deed of trust was recorded DECEMBER 13, 1988, in book 1288 page 1689, 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 \$ 202,300.00 dated APRIL 10, 1992, in favor of FIRST SECURITY BANK OF UTAH, 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.

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(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.

SECURITY PACIFIC BANK NEVADA, a National Corporation
 Beneficiary

Gary Newell
 GARY NEWELL

Suzanne Newell
 SUZANNE NEWELL Owner

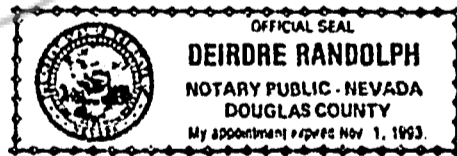
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF NEVADA }
 COUNTY OF Douglas } ss.
 On April 15, 1992 before me, the undersigned, a Notary Public in and for
 said State, personally appeared GARY NEWELL AND SUZANNE NEWELL

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 Deirdre Randolph
DEIRDRE RANDOLPH
 Name (Typed or Printed)



(This area for official notarial seal)

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

(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.

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SECURITY PACIFIC BANK NEVADA, a National Corporation

GARY NEWELL

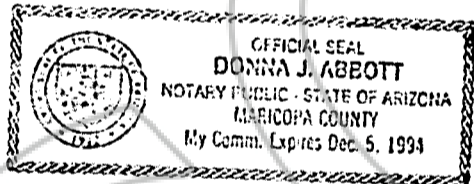
Beneficiary

SUZANNE NEWELL

ALLAN D. GOODFELLOW, V.P.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 16TH DAY OF APRIL, 1992 BY ALLAN D. GOODFELLOW AS VICE PRESIDENT OF SECURITY PACIFIC BANK NEVADA, A NATIONAL ASSOCIATION, ON BEHALF OF THE ASSOCIATION. IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.



Donna J. Abbott
NOTARY PUBLIC

THIS DOCUMENT IS BEING RECORDED IN COUNTERPART TO REFLECT THE BENEFICIARY'S SIGNATURE

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")

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY
IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

'92 APR 17 P4:02

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SUZANNE DEARBREAU
RECORDER 276371
\$7.00 PAID KJ DEPUTY
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