

# U.S. BANK OF NEVADA

AFTER RECORDING RETURN TO:  
CONSUMER LOAN SERVICE CENTER  
U.S. BANK OF NEVADA  
BOX 279  
BEAVERTON OR 97075  
ATTN.: MARY PITT  
8874-275-001-964

## 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 MAY, 1993, by KEVIN D. CANTLEY and SUSAN D. CANTLEY, husband and wife as joint tenants, owner of the land hereinafter described and hereinafter referred to as "owner", and U.S. BANK OF NEVADA, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

### WITNESSETH

THAT WHEREAS, KEVIN D. CANTLEY and SUSAN D. CANTLEY, husband and wife as joint tenants, did execute a deed of trust, dated JULY 1, 1991, to CONTINENTAL AUXILIARY, as trustee, covering:

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

LOT 33, IN BLOCK 1, as said lot and block are shown on the map of GARDNERVILLE RANCHOS UNIT NO. 4, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 10, 1967, in Map Book 1, Page 055, Filing No. 35914.

A.P.N. 27-562-08

to secure a note in the sum of \$20,000.00, dated JULY 1 1991, in favor of BANK OF AMERICA NEVADA, which deed of trust was recorded JULY 12, 1991, in book 791 page 1911 Document No. 255134, 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 \$72,000.00, dated May 28, 1993, in favor of DIRECTORS MORTGAGE LOAN CORPORATION, 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 herein before 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 herein before 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.

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 the 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.

U.S. BANK OF NEVADA  
By: [Signature]  
RICH BOECHLER - CORPORATE OFFICER

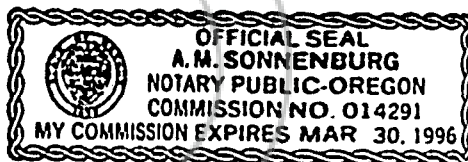
[Signature]  
KEVIN D. CANTLEY  
[Signature]  
SUSAN D. CANTLEY

CORPORATE ACKNOWLEDGMENT

STATE OF OREGON )  
 ) ss  
COUNTY OF WASHINGTON )

MAY 25, 1993  
This instrument was acknowledged before me on the above date by RICH BOECHLER as CORPORATE OFFICER of U.S. BANK OF NEVADA.  
Witness my hand and official seal

A.M. Sonnenburg  
Notary Public  
My Commission Expires: 3-30-96

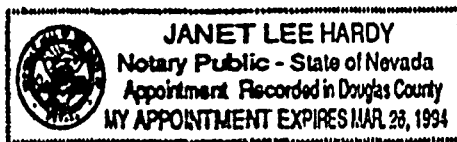


INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) ss  
COUNTY OF DOUGLAS )  
June 2, 1993

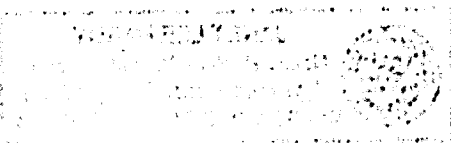
On June 2, 1993, before me, a Notary Public in and for said state personally appeared Kevin D. Cantley and Susan D. Cantley personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose names are subscribed to this subordination and acknowledged to me that they executed the same in the capacities indicated at the signature point.

Witness my hand and official seal  
[Signature]  
Notary Public JANET LEE HARDY  
My Commission Expires: March 26, 1994



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

COPY



REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

93 JUN -7 P12:13

38. 2004  
**309136**  
BK0693PG1331

SUZANNE BEAUDREAU  
RECORDER  
\$2.00 PAID Bh DEPUTY