

No. 34376-JN
After recording mail to
Bank of America
4000 E Charleston Blvd.
Las Vegas, NV 89104

THIS DOCUMENT IS BEING RECORDED TO REPLACE THAT CERTAIN
SUBORDINATION AGREEMENT RECORDED APRIL 6, 1994
DOCUMENT NO. 334279 TO CORRECT THE UNDERLYING LENDER
TO HOME EQUITY MORTGAGE

SUBORDINATION AGREEMENT

THIS AGREEMENT, made May 11 1994, by ALAN M. DAPP and SALLY TYLER DAPP, husband and wife, as joint tenants, owners of the land hereinafter described, and hereinafter referred to as "Owner" and BANK OF AMERICA, NEVADA, formerly THE VALLEY BANK OF NEVADA, present owner and holder of the Deed of Trust and note first hereinafter described, and hereinafter referred to as "Beneficiary";

W I T N E S S E T H:

WHEREAS, Owner did execute a Deed of Trust dated August 15, 1991, recorded August 19, 1991, in Book 891, Page 2922, Document No. 258116, Official Records, Douglas County, Nevada, to BANK OF AMERICA, NEVADA, formerly THE VALLEY BANK OF NEVADA, Trustee, encumbering real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 160, Block A, as set forth on Plat of Cave Rock Estates Unit No. 3, Recorded July 13, 1978, as Document No. 22934, Official Records of Douglas County, State of Nevada,

to secure a note in the amount of \$50,000.00, dated of even date therewith, which Deed of Trust is for the benefit of Beneficiary; and

WHEREAS, Owner has executed a Deed of Trust and note in the sum of \$260,000.00, dated March 25, 1994, in favor of Home Equity Mortgage Company, 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

LAW OFFICES OF
HENDERSON & NELSON
164 HUBBARD WAY
SUITE B
RENO, NEVADA 89502

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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 between the parties hereto with respect 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 any prior agreements as to such or any 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 a Deed or Deeds of Trust or to a mortgage or mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that:

(a) Beneficiary 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) Beneficiary 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BENEFICIARY:

OWNER:

BANK OF AMERICA, NEVADA

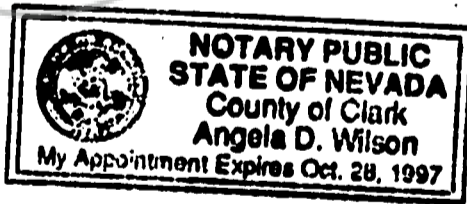
By: *Alan J. Linenberger*
ALAN J. LINENBERGER

Alan M. Dapp
ALAN M. DAPP
Sally Tyler Dapp
SALLY TYLER DAPP

STATE OF NEVADA)
) ss
COUNTY OF CLARK)

This instrument was acknowledged before me on May 11, 1994, 1994, by Alan J. Linenberger as Se. Credit Officer of BANK OF AMERICA, NEVADA...

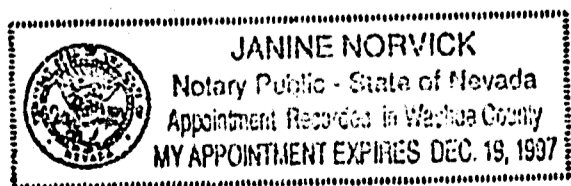
Angela D. Wilson
Notary Public



STATE OF NEVADA)
) ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on 5/20, 1994, by ALAN M. DAPP and SALLY TYLER DAPP.

Janine Norvick
Notary Public



COPY

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

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SUZANNE BEAUDREAU
RECORDER
\$10⁰⁰ PAID *kz* DEPUTY