

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name  
Street Address  
City & State

**BANK OF AMERICA**  
P.O. Box 98543  
Las Vegas, nV 89193-8543

**C12308GLB M58029TOC**

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TO 1538 A (12-67)

**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 3rd day of June, 1994, by ROBERT S. NESBITT and SANDRA J. NESBITT, husband and wife

owner of the land hereinafter described and hereinafter referred to as "Owner," and BANK OF AMERICA NEVADA, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, ROBERT S. NESBITT and SANDRA J. NESBITT did execute a deed of trust, dated June 3, 1993, to BANK OF AMERICA NEVADA, as trustee, covering:

Lot 39, as shown on the map of **VALLEY VIEW SUBDIVISION NO. 2**, filed in the office of the County Recorder of Douglas County, Nevada, on April 6, 1964, in Book 23, Page 187, as File No. 24786.

APN 13-080-11.

to secure a note in the sum of \$ 20,000.00, dated June 3, 1993, in favor of BANK OF AMERICA NEVADA, which deed of trust was recorded June 3, 1993, in book 693 page 674, 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 \$ 77,200.00, dated June 3rd, 1994, in favor of North American 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

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 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 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 OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.**

Alan J. Linenberger  
ALAN J. LINENBERGER  
SE CREDIT OFFICER  
Beneficiary

Robert S. Nesbitt  
Robert S. Nesbitt  
Sandra J. Nesbitt  
Sandra J. Nesbitt

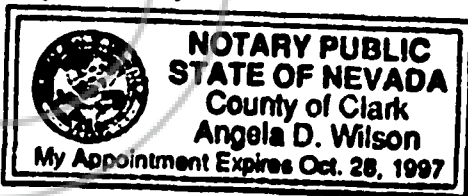
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

(Corporation)

State of Nevada }  
County of Clark } ss.

On June 3, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Alan J. Linenberger proved to me to be the Se. Credit Officer President, and he proved to me to be the Secretary of the Corporation that executed the within Instrument, proved to me on the basis of satisfactory evidence to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Angela D. Wilson  
NOTARY PUBLIC for said County and State



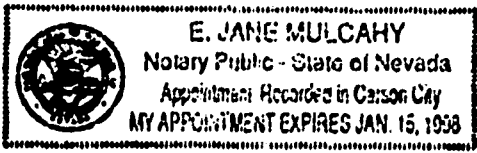
FNT 9-88/008

STATE OF NEVADA,  
County of Carson City } ss.

Robert S. Nesbitt and  
Sandra J. Nesbitt

On June 8, 1994 personally appeared before me, a notary public, Robert S. Nesbitt and Sandra J. Nesbitt personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Carson City the day and year in this certificate first above written.  
E. Jane Mulcahy  
Signature of Notary



COPY

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'94 JUN 10 P12:16

**339434**

**BK0694PG1916**

SUZANNE BEAUDREAU  
RECORDED

\$ 9.00 PAID Bh DEPUTY