Esc MS674761-560646 TO

RECORDING REQUESTED BY

}
WHEN RECORDED MAIL TO:

Community Bank

17700 Castleton Street, Suite 300
City of Industry, California 91740
}

Attention: Henry DuBon

(ABOVE SPACE 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 19th day of October, 1994, by Frank Eugene Raper, owner of the land hereinafter described and hereinafter referred to as "Owner", and Community Bank, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

## WIINESSEIII

THAT WHEREAS, Owner did execute a deed of trust, dated December 6, 1993, to First American Title Company of Nevada, as trustee, covering:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND MORE PARTICULARLY DESCRIBED AS POLLOWS:

LOT 27, AS SHOWN ON THE MAP OF CAVE ROCK ESTATES UNIT NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JANUARY 3, 1962, IN BOOK 10, PAGE 73, AS DOCUMENT NO. 19323.

to secure, among other obligations of Owner, a note in the sum of \$1,745,000.00, dated May 31, 1993, in favor of Beneficiary, which deed of trust was recorded December 8, 1993, in Book 1293, Page 1698, Document #324478, Official Records of Douglas County, Nevada; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$360,000.00, dated October 18, 1994, in favor of Countrywide Funding Corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is also to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan from Lender 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, 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 (provided that the principal amount of the note shall not exceed \$360,000.00), 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.

THIS DOCUMENT, SIGNED IN COUNTERPART IS BEING RECORDED AS ONE DOCUMENT

(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 d	escribed, 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 deed	s of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) It 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 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) It 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.

PURPOSES THAN IMPROVEME	NT OF THE LAND.		WINGS NOTE DE EXPENDE	<i>2</i> ) 10
"Beneficiary"		104	vner.	
Community Bank,		<u></u>		
a California conforation  By:	w & Blee		nk Eugene Raper	
By: Bennis M M	urphy	VIS M. MURPHY		
Title:	1 () SENA	213 m. mp		
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(ALL SIGNATURES MUST BE A	CKNOWLEDGED)			

State ofCalifornia						
County of Los Angeles	<del></del>					
	- Doubous Mouseurs Notes Dublis					
On October 19, 1994 before me,	Barbara Munguia, Notary Public  NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC					
personally appeared Dennis M. Murphy a						
BARBARA MUNGULA COMM. # 1637745 Notory Public — Collifornia LOS ANGELES COUNTY My Comm. Exoiros SEP 1, 1998	wed to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.  WITNESS my hand and official seal.  Bahama Mumama					
OPTIONAL						
Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.						
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT					
INDIVIDUAL						
LXJ CORPORATE OFFICER	Subordination Agreement					
1st V.P. and E.V.P.	TITLE OR TYPE OF DOCUMENT					
PARTNER(S) LIMITED  GENERAL	Two (2)					
ATTORNEY-IN-FACT	NUMBER OF PAGES					
TRUSTEE(S)	NOMBER OF FACES					
U GUARDIAN/CONSERVATOR OTHER:	October 19, 1994					
	DATE OF DOCUMENT					
SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)						
_Community_Bank	SIGNER(S) OTHER THAN NAMED ABOVE					

Community Bk CEO/RE GRP TEL: 18185682083

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 mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) It 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 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) It 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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Beneficiary

Community Bank,
a California corporation

By:

A Title:

STATE OF MENANCALIFORNIA

On OCTOBER 24, 1994 personally appeared before me.

a Notary Public (or judge or other authorized person, as the case may be), .....

FRANK EUGENE RAPER

who acknowledged that he executed the above instrument.

Signature of Notor



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

94 OCT 26 P3:58

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SUZANNE NE AUDREAU
SECORDER
DEPUTY