

95030268

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 28 day of APRIL, 1995,

by, PETER M. BEEKHOF, JR. and LINDA S. BEEKHOF, husband

and wife -----, owner of the land

hereinafter described and hereinafter referred to an "Owner" and

BING CONSTRUCTION OF NEVADA, A NEVADA CORPORATION

present owner and holder of the deed of trust and note first hereinafter

described and hereinafter referred to as "Beneficiary"

WITNESSETH

THAT WHEREAS, WEST RIDGE DEVELOPMENT AND CONSTRUCTION, INC., a Nevada corporation did execute a deed of trust, dated February 18, 1994, to STEWART TITLE OF DOUGLAS COUNTY, as trustee, covering:

SEE EXHIBIT "A" ATTACHED HERETO

to secure a note in the sum of \$ 100,000.00, dated February 18, 1994 in favor of BING CONSTRUCTION OF NEVADA, A NEVADA*, which Deed of Trust was recorded February 18, 1994 in book 294, page 3501, Document No. 330489, in Official Records of said County; and

*CORPORATION

WHEREAS, Owner has executed, or is about to execute a deed of trust and note in the sum of \$175,000.00 dated APRIL 27, 1995, in favor of LOUIS BUSTANHOBY, a widower 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 and superior to the lien or charge of the deed of trust 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 the Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to the 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.

361164

BK0495PG4641

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 and 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 to 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 inconsideration of this waiver, relinquishment and subordination specific loans and advancement 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.

"BENEFICIARY"

BING CONSTRUCTION OF NEVADA
A NEVADA CORPORATION

BY:


B. GERALD BING, PRESIDENT

361164


BK0495PG4642

"OWNER"

BY:


PETER M. BEEKHOF, JR.

BY:


LINDA S. BEEKHOF

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On April 28, 1995, personally appeared before me,
a Notary Public ~~D. GERALD BING~~ personally known or proved to
me to be the persons whose names are subscribed to the above
instrument who acknowledged that they executed the same for the
purposes therein stated.

Kathy Boles
Notary Public

*BING CONSTRUCTION OF Nevada
By D. Gerald BING, President*



STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

On April 28, 1995, personally appeared before me,
a Notary Public, PETER M. BEEKHOF, JR. AND LINDA S. BEEKHOF
personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged that she
executed the same on behalf of said Partnership and that said
partnership executed the same for the purposes therein stated.

Kathy Boles
Notary Public



WHEN RECORDED MAIL TO:

BING CONSTRUCTION OF NEVADA
P.O. BOX 487
MINDEN, NV 89423

361164

BK 0495 PG 4643

EXHIBIT "A"

LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada County of Douglas, described as follows:

A portion of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 16, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

BEGINNING at the Northwest corner of the Northeast 1/4 of the Northwest 1/4 of said Section 16 and running East along the North line of the Northeast 1/4 of the Northwest 1/4 518.92 feet to the POINT OF BEGINNING; thence South 20°28' West, 262.57 feet to a point; thence South 15°59' West, 122.22 feet to a point; thence South 08°51' West, 60.00 feet to a point; thence South 41°58' West, 60.0 feet to a point; thence South 77°26' West 106.35 feet to a point; thence South 72°56' West, 245.95 feet to a point on the West line of the Northeast 1/4 of the Northwest 1/4 of Section 16; thence South 00°01'45" East, 94.0 feet to a point; thence East along the South line of the Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of said Section 16, 653.82 feet to a point; thence North 00°04' East, 663.50 feet to a point; thence West along the North line of the Northeast 1/4 of the Northwest 1/4, 135.48 feet to the POINT OF BEGINNING.

TOGETHER WITH a non-exclusive right of way and easement for roadway and utility purpose over a strip of land 50 feet in width, 25 feet on each side of a centerline, lying in the Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 16, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

COMMENCING at a point located South 0°11'05" East, a distance of 331.75 feet from the Quarter corner on the North boundary of said Section 16, and running North 89°50'45" West, 660 feet.

Assessors Parcel No. 27-150-02.

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

'95 APR 28 P3:20

361164

BK0495PG4644

LINDA SLATER
RECORDER

\$10.00 PAID DEPUTY