

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 11th day of March, 1996, by MITCHELL A. WATTS owner of the land hereinafter described and hereinafter referred to as "Owner" and PRIMERIT BANK, FEDERAL SAVINGS BANK, 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, MITCHELL A. WATTS did execute a deed of trust, dated October 19, 1994, to HOME TRUSTEE INC., a Nevada corporation, as trustee, covering:

LOT 10, IN BLOCK A, OF ANDERSON VILLAGE, ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 31, 1989, IN BOOK 889 OF MAPS, PAGE 4542, AS DOCUMENT NO. 209869.9

APN 21-120-58

to secure a note in the sum of \$15,025.00, dated October 19, 1994, in favor of PRIMERIT BANK, FEDERAL SAVINGS BANK, a Nevada corporation, which deed of trust was recorded October 24, 1994, as Document No. 349203, in book 1094 page 3985, 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 \$99,500.00 dated _____, in favor of COMSTOCK BANK, 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 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 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;

383967 BK 0396 PG 3893

(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 wavier, 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 OR WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

PRIMERIT BANK, FEDERAL SAVINGS BANK

BY: Judith A Soto
Judith A Soto Its: Asst. Vice President

Mitchell H Watts
MITCHELL A. WATTS

STATE OF NEVADA }
COUNTY OF Clark }

On MARCH 15, 1996, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Judith A Soto ----- personally known (or proved) to me to be the person whose name is subscribed to the within instrument and acknowledged that he/she/they executed the same.

WITNESS MY hand and official seal.

Lydia M. Villarreal
Notary Public

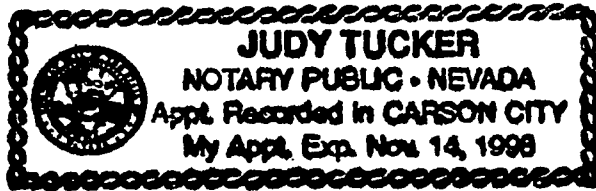


LYDIA M. VILLARREAL
Notary Public - Nevada
Clark County
My appt. exp. July 29, 1997

STATE OF NEVADA
COUNTY OF Carson City

On March 20, 1996 personally appeared before me, a Notary Public, Mitchell A. Watts, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Judy Tucker
Notary Public



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

(CLTA SUBORDINATION FORM "A")

383967
BK0396PG3894

And when recorded mail to:

MITCHELL A. WATTS
2676 Ballard Lane
Minden, NV 89423

COOPY

REQUESTED BY
FIRST CENTENNIAL TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 MAR 25 P2:53

LINDA SLATER
RECORDER
\$ 9.00 PAID JS DEPUTY

383967
BK0396PG3895