

When recorded mail to:
 Anna Mann
 303 Bridleway
 Minden, NV 89413

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 8th day of August, 1996,

by, RUSSELL J. MANN and GLORIA L. MANN, husband and wife,

as joint tenants, owner of the land

hereinafter described and hereinafter referred to as "Owner" and

ANNA MANN, a widow,

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

described and hereinafter referred to as "Beneficiary"

WITNESSETH

THAT WHEREAS, RUSSELL J. MANN and GLORIA L. MANN, did execute a deed of trust, dated October 27, 1992, to WESTERN TITLE COMPANY, as trustee, covering:

Lot 3, in Block B, as set forth on the Official Plat of North Valley Industrial Park, Phase 1, for record in the Office of the County Recorder of Douglas County, State of Nevada, on April 30, 1990, in Book 490, Page 4025, as Document No. 224892.

Assessor's Parcel No. 23-240-11,

to secure a note in the sum of \$100,000.00, dated October 27, 1992 in favor of ANNA MANN, which Deed of Trust was recorded November 12, 1992, in book 1192, page 1982, Document No. 292975, in 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 \$350,000.00 dated August, 1996, in favor of RUDOLPH S. GERSICK and GERTRUDE A. GERSICK, Trustees 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.

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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"

"OWNER"

BY: Anna M. Mann
ANNA MANN

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BY: Russell J. Mann
RUSSELL J. MANN
BY: Gloria L. Mann
GLORIA L. MANN

In individual capacity:

STATE OF Nevada)
COUNTY OF Douglas) SS
)

This instrument was acknowledged before me on August 10 (date) 1996, by Ann Mann,
Russel J. Mann [name(s)] & Gloriel Mann.



L. Hendrick
Notary Public

REQUESTED BY
Stewart Title of Douglas County
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'96 AUG 13 10:09

LINDA SLATER
RECORDER

\$ 9.00 PAID K2 DEPUTY

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