

S62073EB

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 17th day of December, 1997, by Gregory K. Zoeller, an unmarried man

owner of the land hereinafter described and hereinafter referred to as "Owner", and Janet Olivo, an unmarried woman

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, Gregory K. Zoeller, an unmarried man

did execute a deed of trust, dated July 17, 1997, to Western Title Company, Inc., a Nevada corporation

, as trustee, covering:

SEE EXHIBIT 'A' DESCRIPTION PAGE ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the amount of \$30,000.00, dated July 17, 1997, in favor of Janet Olivo, an unmarried woman

which deed of trust was recorded October 20, 1997, in book 1097, page 3768, 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 \$225,000.00, dated December 19, 1997, in favor of WMC MORTGAGE CORPORATION recorded concurrently herewith

hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust 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 supercede 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 deed 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 purpose 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

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 IMPROVEMENTS OF THE LAND.

DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL NO. 1

Lot 26, as shown on the Official Plat of PINEWILD, A CONDOMINIUM, filed for record in the Office of the County Recorder, Douglas County, Nevada, on June 26, 1973, in Book 673, Page 1089, as Document No. 67150.

A.P.N. 05-211-26

PARCEL NO. 2

The exclusive right to the use and possession of those certain patio areas adjacent to said unit designated as "Restricted Common Area" on the Subdivision Map referred to in Parcel No. 1, above.

PARCEL NO. 3

An undivided interest as tenants in common in and to that portion of the real property described on the Subdivision Map referred to in Parcel No. 1, above, defined in the Amended Declaration of Covenants, Conditions and Restrictions of Pinewild, A Condominium Project, recorded March 11, 1974, in Book 374 of Official Records, at Page 193, Document No. 72219, as Limited Common Area and thereby allocated to the unit described in Parcel No. 1, above and excepting unto Grantor non-exclusive easements for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas defined and set forth in said Declaration of Covenants, Conditions and Restrictions.

PARCEL NO. 4

Non-exclusive easements appurtenant to Parcel No. 1 above, for ingress and egress, utility services, support encroachments, maintenance and repair over the Common Areas defined and set forth in the Declaration of Covenants, Conditions and Restrictions of Pinewild, more particularly described in the description of Parcel No. 3, above.

REQUESTED BY
WESTERN TITLE COMPANY, INC.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'97 DEC 24 P12:19

PRE-123/ec

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BK 1297 PG 4875

LINDA SLATER
RECORDER
\$10.00 PAID *K2* DEPUTY