

Submitted for Recordation By
and Return To



N.C.C.L.S. #5768 COLLATERAL SERVICES
P.O. Box 2190
RANCHO CORDOVA, CA 95740

Account No: 20030604491576998
CAP ID No: 980901921070

Space Above This Line 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 28TH day of APRIL, 1998, by BRUCE W. RENTCH, owner of the land hereinafter described and hereinafter referred to as "Owner", and BANK OF AMERICA NT & SA, A NATIONAL BANKING ASSOCIATION, Successor in interest to Arizona Bank present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT, WHEREAS, BRUCE W. RENTCH, did execute a deed of trust dated NOVEMBER 18, 1997, to BANK OF AMERICA, NT & SA, as Beneficiary covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

to secure a note in the sum of \$40,000.00, dated NOVEMBER 18, 1998, in favor of BANK OF AMERICA, NT & SA, which deed of trust was recorded NOVEMBER 24, 1997, in docket 427047, page 4803, Official Records of said County; and \$N/A

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$170,000.00, dated APRIL 27, 1998, in favor of LASALLE BANK, F. S. B., A CORP. OF THE UNITED STATES OF AMERICA, 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.

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EXHIBIT "A"

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

A parcel of land lying wholly within the Southeast quarter of the Southwest quarter of the Section 24, Township 13 North, Range 18 East, M.D.B. & M., and being more fully described as follows:

BEGINNING at the Southwest corner of the Parcel B from which point the South quarter corner of Section 24 bears South $33^{\circ}11'20''$ East, 1208.53 feet; thence from said Southwest corner South $82^{\circ}03'39''$ West, 122.18 feet; thence North $00^{\circ}03'36''$ East, 181.47 feet; thence South $85^{\circ}00'00''$ East, 139.15 feet; thence South $06^{\circ}39'41''$ West, 153.50 feet to the point of beginning.

TOGETHER WITH an appurtenant easement for roadway and utility purposes 30 feet in width, the Northwesterly line of which is more particularly described as follows:

COMMENCING at the 1/4 Section Corner common to Sections 24 and 25, Township 13 North, Range 18 East, M.D.B. & M.; thence from said point of commencement North $0^{\circ}03'36''$ East along the Easterly line of the Southeast 1/4 of the Southwest 1/4 of said Section 24 1301.52 feet; thence North $89^{\circ}01'52''$ West along the Northerly line of said Southeast 1/4 471.70 feet to the point of beginning; thence from said point of beginning South $49^{\circ}59'02''$ West, 226.51 feet to the termination of the herein described line, together with the extension of the Southeasterly line of the herein described easement to said Northerly line of said Southeast one-quarter and the Westerly line of the hereinabove described land.

ALSO FURTHER together with an appurtenant easement 30 foot in width, for roadway and utility purposes over and across the following described parcel of land, to wit:

All that real property situate in the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24, Township 13 North, Range 18 East, M.D.B. & M., being more particularly described as follows:

COMMENCING at the 1/4 corner common to Sections 24 and 25, Township 13 North, Range 18 East, M.D.B. & M.; thence along the centerline of Section 24 North, $00^{\circ}03'36''$ East, a distance of 1301.52 feet to the Southeast corner of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of Section 24; thence North $89^{\circ}01'52''$ West, a distance of 440.35 feet to the point of beginning; thence along the centerline of said easement the following courses: North $16^{\circ}45'03''$ East, a distance of 28.70 feet; thence along a tangent curve to the right, having a radius of 235.00 feet, an arc distance of 125.08 feet; thence along a line tangent to the preceding curve North $47^{\circ}14'52''$ East, a distance of 122.50 feet; thence along a tangent curve to the left, having a radius of 175.00 feet, an arc distance of 98.71 feet; thence along a line tangent to the preceding curve north $14^{\circ}55'41''$ East, a distance of 48.00 feet to the intersection with the Southerly right-of-way line of State Highway 19, also known as Kingsbury Road.

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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; and
- (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 agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above-mentioned, which provides 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 disbursement 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;

(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

(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.

BENEFICIARY:
Bank of America National Trust and Savings Association
Successor by Merger to BANK OF AMERICA NT & SA

OWNER(S):

Bruce W. Rentch
BRUCE W. RENTCH
4/30/98
Date

Zenitha Evangelista
Zenitha Evangelista Authorized Officer
April 28, 1998
Date

Date

Date

Date

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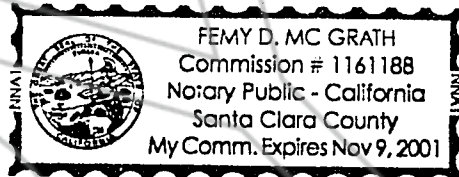
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State of California
County of Santa Clara

On April 30, 1998 before me, the undersigned Notary Public in and for said State, personally appeared Bruce W. Rentch —
proved 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 same.

Witness my hand and official seal.

Femy D. McGrath
Signature (Notary Public in and for said County & State)



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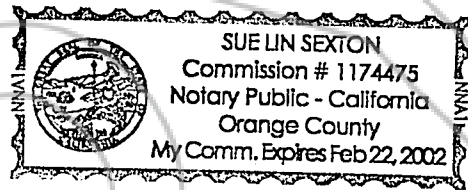
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On April 28, 1998 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Zenitha Evangelista, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Sue Lin Sexton*

This document bears embossment



COPY

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

'98 MAY -1 P3:48

LINDA SLATER
RECORDER
\$ 11.00 PAID KD DEPUTY

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