

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: 0580004000
CAP ID No: 982721532050

98071877

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 9TH day of OCTOBER, 1998, by LINDA JO FOLLOSCO, 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 BANK OF AMERICA NEVADA present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT, WHEREAS, LINDA JO FOLLOSCO, did execute a deed of trust dated MAY 4, 1993, to BANK OF AMERICA NEVADA, as Beneficiary covering:

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

to secure a note in the sum of \$10,000.00, dated MAY 4, 1993, in favor of BANK OF AMERICA NEVADA, which deed of trust was recorded MAY 7, 1993, in book 593, page 1144-1146, as instrument no. 306540, 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 \$124,450.00, dated OCTOBER 22, 1998, in favor of PNC MORTGAGE CORP. OF AMERICA, AN OHIO CORPORATION, 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.

0452716

BK1098PG5687

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

OWNER(S):

 10/23/98
LINDA JO FOLLOSCO / Date

_____ Date

_____ Date

 October 9, 1998
Doris Fetterman Authorized Officer Date

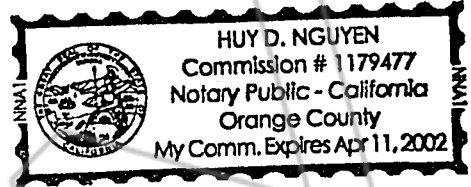
(ALL SIGNATURES MUST BE ACKNOWLEDGED)

0452716

BK1098PG5688

On October 9, 1998 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Doris Fetterman, 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 *Doris Fetterman*

This document bears embossment

C O R P

0452716

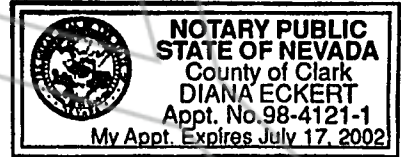
BK1098PG5689

STATE OF NEVADA)
COUNTY OF CLARK)SS

On October 23, 1998 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Linda Follosco, 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 Diana Eckert



0452716
BK1098PG5690

"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 located in the Northeast corner of the Southwest 1/4 of the Southeast 1/4 of Section 1, Township 12 North, Range 20 East, M.D.B.&M., in Douglas County, Nevada, described as follows:

BEGINNING at a point on the West boundary of said Southwest 1/4 Southeast 1/4, Section 1, from which the South 1/4 corner of said Section 1 bears South 00°01'21" West, 942.05 feet; thence South 89°52'02" East, 280.00 feet along the North boundary of said Southwest 1/4 Southeast 1/4; thence South 07°28'17" East, 333.36 feet to a cul-de-sac; thence on a curve of the cul-de-sac with a 50 foot radius from a tangent bearing of South 82°31'43" West through an angle of 82°23'46" for a length of 71.90 feet; thence North 89°52'03" West, 280.00 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for a road located in the Southwest 1/4 of the Southeast 1/4, Section 1, Township 12 North, Range 20 East, M.D.B.&M., known as the Black Sage Circle, 50 feet wide, being 25 feet on each side of the centerline with a cul-de-sac at the Northwest end with a 50 foot radius and described as follows:

BEGINNING at a point in the centerline of the Fish Springs Road from which the South 1/4 corner of said Section 1 bears South 44°19'12" West, 897.84 feet; thence running North 44°48'25" West, 421.32 feet to the center of the cul-de-sac including the 50 foot radius cul-de-sac.

APN 23-190-04

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

'98 OCT 27 P3:37

LINDA SLATER
RECORDER

\$ 11.00 PAID DEPUTY

0452716

BK1098PG5691