

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: 290049543  
CAP ID No: 981881723320

98300400

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 AUGUST, 1998, by RICHARD L. CLARK AND LAURA LEE CLARK, 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 VALLEY BANK OF NEVADA, A present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT, WHEREAS, RICHARD L. CLARK AND LAURA LEE CLARK, did execute a deed of trust dated APRIL 12, 1991, to VALLEY BANK OF NEVADA, A CORPORATION, as Beneficiary covering:

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

to secure a note in the sum of \$80,000.00, dated APRIL 12, 1991, in favor of VALLEY BANK OF NEVADA, A CORPORATION, which deed of trust was recorded APRIL 18, 1991, in book 491, page 2105, as instrument no. 248603, 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 \$189,800.00, dated SEPTEMBER 4TH, 1998, in favor of GE CAPITAL MORTGAGE SERVICES, INC., 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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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 IN INTEREST TO VALLEY BANKK OF NEVADA

**OWNER(S):**

*Richard L. Clark* 9-4-98  
RICHARD L. CLARK Date

*Laura Lee Clark* 9-4-98  
LAURA LEE CLARK Date

*Inderjit Jolly*

August 28, 1998

Inderjit Jolly Authorized Officer

Date

\_\_\_\_\_ Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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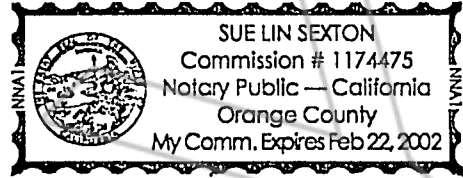
STATE OF CALIFORNIA  
COUNTY OF ORANGE

)  
)SS

On August 28, 1998 before me, THE UNDERSIGNED, a Notary Public in and for said State, personally appeared Inderjit Jolly, 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



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STATE OF NEVADA )ss.

COUNTY OF DOUGLAS

On 9-4-98 before me, The undersigned,

personally appeared Richard L. CLARK and

Laura Lee CLARK personally known to me (or

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

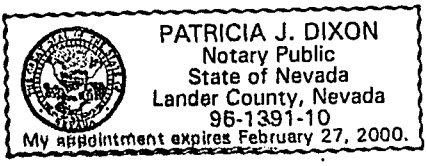
signature(s) on the entity upon behalf of which the person(s) acted, executed the

instrument.

WITNESS my hand and official seal.

Signature Patricia Dixon

(This area for official notarial seal)



COPY

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EXHIBIT "A"

The land referred to in this Report is situated in the County of Douglas, State of Nevada, and is described as follows:

All that certain lot, piece or parcel of land situated and located in a portion of the Northeast ¼ of the Southeast ¼ of Section 23, Township 12 North, Range 20 East, M.D.B.&M., in the County of Douglas, State of Nevada, more particularly described as follows:

Parcel 1-A, as set forth on that certain Parcel Map for S.M.S. ENTERPRISES, filed for record in the Office of the County Recorder of Douglas County, Nevada, on January 10, 1978, in Book 178, Page 560, as Document No. 16584.

EXCEPTING THEREFROM the lands described in the Deed from RICHARD L. CLARK, et ux, to WALTER H. NIELMEYER, et ux, recorded February 17, 1982, in Book 282, Page 905, as Document No. 64984, Official Records of Douglas County, Nevada.

TOGETHER with an easement for roadway purposes over and across all that certain property set forth as access easement, as set forth on that certain Parcel Map for S.M.S. ENTERPRISES, filed for record in the Office of the County Recorder of Douglas County, Nevada, on January 10, 1978 as Document No. 16584.

Assessor's Parcel No. 29-040-16.

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REQUESTED BY  
MARQUIS TITLE & ESCROW, INC.  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

'98 NOV -4 A9:13

LINDA SLATER  
RECORDER

\$ 11.00 PAID *PL* DEPUTY

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