

Submitted for Recordation By
and Return To



Bank of America
N.C.C.L.S. #5768, COLLATERAL
SVCS.
P.O. Box 2190
RANCHO CORDOVA, CA 95741

M7688370

Account No: 930161963
CAP ID No: 982730925180

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 OCTOBER, 1998, by RONALD D. ALLING AND FRANCES P. ALLING, AS TRUSTEES OF THE ALLING TRUST, U/I/D SEPTEMBER 2, 1992, owner of the land hereinafter described and hereinafter referred to as "Owner", and BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT, WHEREAS, RONALD D. ALLING AND FRANCES P. ALLING, did execute a deed of trust dated FEBRUARY 15, 1989, to EQUITABLE DEED COMPANY, as trustee covering:

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

to secure a note in the sum of \$125,000.00, dated FEBRUARY 15, 1989, in favor of BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, which deed of trust was recorded FEBRUARY 22, 1989, in book 289, page 2301-2302, as instrument no. N/A, Official Records of said County;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$300,000.00, dated OCTOBER 29, 1998, in favor of BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, 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.

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.

Bank of America National Trust and Savings Association:

Jennifer Hughes

JENNIFER HUGHES, AUTHORIZED OFFICER

10/28/98
Date

Ronald B. Alling

RONALD B. ALLING, INDIVIDUALLY AND AS TRUSTEE OF THE ALLING TRUST, U/I/D SEPTEMBER 2, 1992

10-29-98
Date

Frances P. Alling

FRANCES P. ALLING, INDIVIDUALLY AND AS TRUSTEE OF THE ALLING TRUST, U/I/D SEPTEMBER 2, 1992

10-29-98
Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

0453383

GENERAL ACKNOWLEDGEMENT

STATE OF CALIFORNIA)
COUNTY OF SACRAMENTO)SS

On October 28, 1998 before me, **The Undersigned**, a Notary Public in and for said State, personally appeared **Jennifer Hughes**, 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 Shannon Marie Alm



STATE OF NEVADA)
COUNTY OF Douglas)SS

On Oct. 29, 1998 before me, **The Undersigned**, a Notary Public in and for said State, personally appeared Ronald D. Alling, 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 Ronald D. Alling



STATE OF NEVADA)
COUNTY OF Douglas)SS

On Oct. 29, 1998 before me, **The Undersigned**, a Notary Public in and for said State, personally appeared Frances P. Alling, 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 Frances P. Alling



0453383

DESCRIPTION

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

PARCEL ONE:

All that portion of Parcel A and B as said parcels are shown on that certain Parcel Map, recorded December 8, 1975, Document No. 86023, more particularly described as follows:

BEGINNING at the Southeast corner of said Parcel A; thence 89°49' West, 898.65 feet, more or less, to a point on the high water line of Lake Tahoe; thence along the high water line North 20°09'22" West, 106.65 feet; thence South 89°49' East, 146.75 feet; thence North 07°46'53" West, 20.05 feet; thence North 64°25' East, 63.74 feet; thence South 63°28'39" East, 107.20; thence South 89°49' East 35.00 feet to a point on the centerline of a 20 foot wide access and public utility easement; thence along the centerline of said 20 foot easement the following courses:

South 58°19' East, 40.00 feet; thence South 74°14'40" East, 74.97 feet; thence South 62°11'00" West 87.39 feet; thence South 89°49' East, 345.84 feet to a point on the Westerly line of U.S. Highway 50; thence along said Westerly line along a curve concave to the Southwest with a radius of 810.00 feet, a central angle of 8°48'23", an arc length of 124.49 feet to the POINT OF BEGINNING.

Said land more fully set forth as Parcel B on that certain Record of Survey for William G. Kimmel, recorded on December 3, 1982, in Book 1082, Page 200, Document No. 73696, Official Records of Douglas County, Nevada.

A.P.N. 03-191-16

Excepting therefrom:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Parcel B, as shown on that certain Record of Survey, filed for record on December 3, 1983, in Book 1282 at Page 200, Document No. 73696, more particularly described as follows

Beginning at the Westerly end of that certain course "North 63°28'39" West 107.20 feet" on the Northerly boundary of said Parcel B; thence South 63°28'39" East 26.16 feet; North 89°49'00" West 47.49 feet; thence North 63°25'00" East 26.70 feet to the Point of Beginning.

The basis of bearing of this survey is that Record of Survey filed for record in Book 1282 at page 200, Document No. 73696, bearing North 89°40'00" West between found

(Continued)

0453383

BK 1198 PG 1065

monuments.

PARCEL TWO:

All that real property situate in the County of Douglas, State of Nevada, described as follows:

All that portion of Parcel A, as shown on that Record of Survey, filed for record on December 3, 1983, in Book 1282 at Page 200, Document No. 73696, Official Records of Douglas County, Nevada, more particularly described as follows:

Beginning at a point which bears South 63°28'39" East 34.62 feet from the Westerly end of that certain course of "North 63°28'39" West 107.20 feet" on the Southerly boundary of said Parcel A, thence North 44°35'58" East 15.21 feet; thence South 51°15'15" East 21.87 feet; thence South 44°29'25" West 10.33 feet; North 63°28'39" West 22.91 feet to the Point of Beginning.

The basis of bearing of this survey is identical with that Record of Survey filed for record on December 3, 1983, Document No. 73696, being the bearing North 89°49'00" West between found monuments.

PARCEL THREE:

An easement for ingress and egress and utility over a portion of the Southerly 10 feet of Parcel "A" as shown on Record of Survey, December 3, 1982 as Document No. 73696.

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

'98 NOV -5 P12:07

0453383
BK 1198 PG 1066

LINDA SLATER
RECORDER
\$11.00 PAID *KD* DEPUTY