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SUBORDINATION AGREEMENT

Agreement made this 8TH day of DECEMBER, 1998, by and among LASALLE NATIONAL BANK, TRUSTEE, ("Existing Beneficiary"), DONALD R. WALL, MADGELEAN WALL (collectively "Owner"), and HARBORSIDE FINANCIAL NETWORK, INC ("New Beneficiary").

WITNESSETH:

WHEREAS, the Trustor owns the entire fee title to certain real property and improvements thereon known as 678 LONG VALLEY ROAD GARDNERVILLE, NV 89410, more particularly described in Exhibit A attached hereto, if necessary, ("Real Estate"); and

WHEREAS, Existing Beneficiary is a beneficiary pursuant to the terms of a Deed of Trust ("Existing Deed of Trust") between Trustor and Beneficiary dated OCTOBER 13, 1997, and recorded on 17TH day of OCTOBER, 1997, as Document Number 424222 in the office of the DOUGLAS County Recorder of Deeds (the "Trust Deed"); and

WHEREAS, New Beneficiary has issued its commitment letter to Trustor subject to the terms and conditions of which it will lend to Trustor the sum of ONE HUNDRED ELEVEN THOUSAND EIGHT HUNDRED dollars (\$111,800.00) to be secured by a deed of trust on the Real Estate ("New Deed of Trust"), a copy of which has been supplied to Existing Beneficiary, but is unwilling to make the loan or accept the security described unless this Agreement has first been executed and delivered; and

WHEREAS, Existing Beneficiary has agreed to subordinate the Existing Deed of Trust to the lien of the New Deed of Trust in a manner satisfactory to Existing Beneficiary.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. New Beneficiary and Trustor hereby certify as of the date hereof that their status is as aforesaid; that the New Deed of Trust is in full force and effect and has not been modified, altered or amended from the form supplied to Existing Beneficiary as aforesaid; and that no default exists on the part of the Trustor under the New Deed of Trust or the Note it secures.

2. Neither the Trustor nor the New Beneficiary will, without the prior written consent of the Existing Beneficiary, amend, modify, or supplement the New Mortgage or the Note it secures or any extensions or renewals thereof, except as to changes in the interest rate.

3. Except as expressly provided herein, the Existing Deed of Trust is and shall be subject, subordinate and inferior in all respects to the New Deed of Trust with the same force and effect as if the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust.

4. Without limitations of the foregoing:

(a) The Trustor further agrees that from and after the date hereof, Owner shall deliver to Existing Beneficiary or its successors or assigns a copy of any notice of default given by New Deed of Trust to Trustor under the New Deed of Trust at the same time such notice or statement is delivered to the Trustor.

(b) The New Beneficiary further agrees that in the event of any act or omission by Trustor under the New Deed of Trust (as modified hereby) which would give New Beneficiary the right to accelerate the Note secured by the New Deed of Trust or to foreclose on the Real Estate, New Beneficiary will not exercise any such right until it has given written notice of such act or omission to Existing Beneficiary or its successors or assigns.

5. No modification, amendment, waiver or release of any provision of this Agreement, or of any right, obligation, claim or cause or action arising hereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against whom the same is sought to be asserted. The new Deed of Trust is dated 11-17-98 and recorded on 12-11-98 in the Office of the Recorder of DOUGLAS County, NEVADA as Document No. 456421.

6. All notices, demands and requests given or required to be given hereunder shall be in writing. All such notices, demands and requests by Trustor and New Beneficiary to Existing Beneficiary shall be deemed to have been properly given if served in person or if sent by United States registered or certified mail, postage prepaid, addressed to Existing Beneficiary at:

Attn.: Loan Servicing
AVONDALE FEDERAL SAVINGS BANK
900 South Frontage Road, Suite 120
Woodridge, IL 60517

or to such other address as Existing Beneficiary may from time to time designate by written notice to Trustor and New Beneficiary given as herein required.

7. This Agreement shall inure to the benefit of and by binding on the parties hereto and

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their respective successors and assigns.

8. This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, Existing Beneficiary, New Beneficiary, and Trustor have respectively executed this Agreement as of the day and year first above written.

EXISTING BENEFICIARY:

NEW BENEFICIARY:

LASALLE NATIONAL BANK, TRUSTEE
by Avondale Federal Savings Bank
it's Attorney-in-Fact

HARBORSIDE FINANCIAL NETWORK, INC

By: *Michael W. Maloney*
MICHAEL W. MALONEY,
SENIOR VICE PRESIDENT

By: *J. Thomas Hertsgaard*
J. Thomas Hertsgaard, Branch Mgr.
(Name) (Title)

Attest: *Tina L. Perez*
TINAL. PEREZ, VICE PRESIDENT

By: *Alan Anderson*
Alan Anderson, Corp. Sec'y
(Name) (Title)
Alan Anderson, Corp. Sec'y

TRUSTOR: X *Donald R Wall*
DONALD R. WALL

X *Madgelean Wall*
MADGELEAN WALL

Property Address:

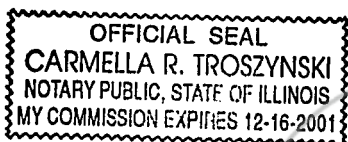
678 LONG VALLEY ROAD GARDNERVILLE, NV 89410

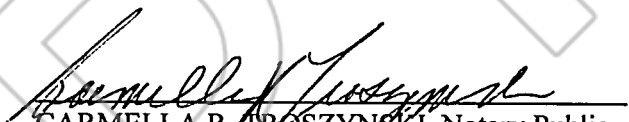
Property Index Number: 29-343-33

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I the undersigned, a Notary Public, in and for the County, in the State aforesaid, DO HEREBY CERTIFY, that MICHAEL W. MALONEY personally known to me to be the SENIOR VICE PRESIDENT of Avondale Federal Savings Bank, a federally chartered stock savings bank, and TINA L. PEREZ personally known to me to be the VICE PRESIDENT of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such SENIOR VICE PRESIDENT and VICE PRESIDENT, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 8TH day of DECEMBER, 1998.




CARMELLA R. TROSYNSKI, Notary Public

This instrument prepared by :
Avondale Federal Savings Bank
900 South Frontage Road
Suite 120
Woodridge, IL 60517
(630) 395-3000

Mail to :
Attn.: Loan Servicing
Avondale Federal Savings Bank
900 South Frontage Road
Suite 120
Woodridge, IL 60517

Loansrvc/logs/
sub-lstr.doc and sub-data.doc
11/97

STATE OF CALIFORNIA
COUNTY OF San Diego

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}SS.
}

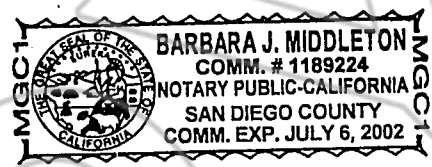
On 12-10-98 before me, the undersigned

personally appeared J. Thomas Hertzgaard and Alan
Anderson 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 instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Barbara J. Middleton



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ACKNOWLEDGMENT

STATE OF NV

COUNTY OF DOUGLAS

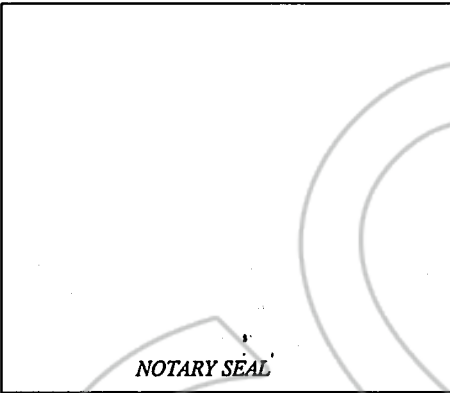
On 11/19/98 before me, Jack L. Spencer, personally appeared
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

DONALD R. WALL AND MADGELEAN WALL, HUSBAND AND WIFE AS JOINT TENANTS

WITH RIGHT OF SURVIVORSHIP

NAME(S) OF SIGNERS

~~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 instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

SIGNATURE OF NOTARY
JACK LEE SPENCER

MY COMMISSION EXPIRES ON: July 17, 2001

Description of Attached Document:

Title or Type of Document: DEED

Document Date: 11-19-98 Number of Pages: 8

Signers Other Than Named Above: None

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LOAN NUMBER: 9883862

BORROWERS: WALL, DONALD R
WALL, MADGELEAN
678 LONG VALLEY ROAD
GARDNERVILLE, NV, 89410

CREDITOR:
HARBORSIDE FINANCIAL
334 VIA VERA CRUZ, #254
SAN MARCOS, CA 92069

EXHIBIT "A"

LEGAL DESCRIPTION AS FOLLOWS:

LOT 713, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 7, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MARCH 27, 1974 IN BOOK 374, PAGE 676, AS FILE NO. 72456.

COPY

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

'98 DEC 11 P3:39

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LINDA SLATER
RECORDER
\$13⁰⁰ PAID *ka* DEPUTY