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Order No. TSF-7879JC

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 23RD day of FEBRUARY, 1999, by WILLIAM R. ROGGENBIHL owner of the land hereinafter described and hereinafter referred to as "Owner", and TED L. WINGER, Trustee of the Ted L. Winger Family Trust, dated June 11, 1990, present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, WILLIAM R. ROGGENBIHL did execute a Deed of Trust, dated OCTOBER 20, 1993 to WESTERN TITLE COMPANY, INC. as Trustee, covering the following real property in the County of DOUGLAS, State of Nevada, described as follows:

Lot 5, in Blok R, as shown on the map of TOPAZ RANCH ESTATES UNIT NO. 4, filed for record in the office of the County Recorder of Douglas County, State of Nevada, on November 16, 1970, in Book 1 of Maps, page 224, as Document No. 50212.

to secure a Promissory Note in the sum of \$4,000.00, dated October 20, 1993, in favor of TED L. WINGER, Trustee of the Ted L. Winger Family Trust, dated June 11, 1990 in which said Deed of Trust was recorded in the Official Records of said county on October 21, 1993, as Document No. 320748, in Book 1093, page 3969 and a Notice of Additional Advance, was recorded in the Official Records of said county on January 7, 1994, as Document No. 327128, in Book 194, page 1394; and

WHEREAS, Owner has executed, or is about to execute, a Notice of Additional Advance as additional security on an existing Deed of Trust which was recorded in the Official Records of said county on July 29, 1988, as Document No. 183256, in Book 788, at page 4201, in the sum of \$10,000.00 dated February 22, 1999, in favor of TED L. WINGER, Trustee of the Ted L. Winger Family Trust, dated June 11, 1990, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Notice of Additional Advance is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust and Notice of Additional Advance last 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 and Notice of Additional Advance first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust and Notice of Additional Advance 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 and Notice of Additional Advance first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust and Notice of Additional Advance first above mentioned to the lien or charge of the Deed of Trust and Notice of Additional Advance 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 and Notice of Additional Advance 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 and Notice of Additional Advance 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

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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 and Notice of Additional Advance 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 and Notice of Additional Advance first above mentioned.

(2) That Lender would not make the loan above described without this Subordination Agreement.

(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 and Notice of Additional Advance first above mentioned to the lien or charge of the Deed of Trust and Notice of Additional Advance in favor of lender above referred to and shall supercede and cancel, but only insofar as would affect the priority between the herein mentioned Deeds of Trust.

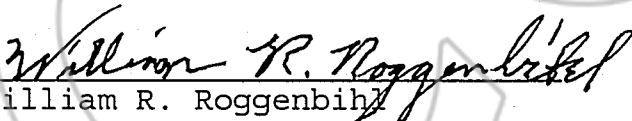
Beneficiary declares, agrees and acknowledges that:

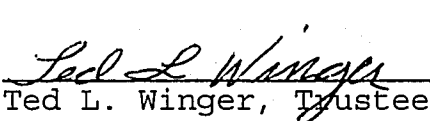
(a) Consents and approves all provisions of the Deed of Trust and Notice of Additional Advance in favor of Lender and all agreements including but not limited to Escrow Agreements, Notes and Loan Disbursement Instructions between Owner and Lender.

(b) Lender is under no obligation or duty, nor has Lender represented that it will, see to the application of such proceeds by Owner, or representative thereof, or to the use of such proceeds other than those provided for in such agreements, whether they exist or not, shall not defeat any affect of this Agreement.

(c) Intentionally and unconditional waives, relinquishes and subordinates the lien or charge of the Deed of Trust and Notice of Additional Advance first mentioned above in favor of the lien or charge of the Deed of Trust and Notice of Additional Advance in favor of Lender as referred to herein. That in reliance upon this agreement to subordinate, specific loans and advances are being and will be made and specific monetary and other obligations are being and will be entered in to which would not be made or entered to if not for the reliance upon this agreement to subordinate;

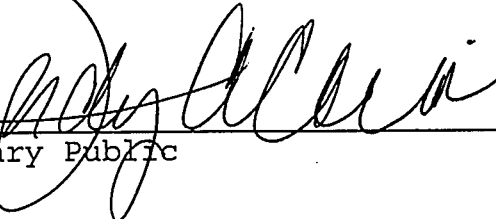
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY INSTRUMENT TO OBTAIN A LOAN WHICH WILL BE SENIOR TO YOURS AND THE PROCEEDS OF WHICH MAY BE USED FOR PURPOSES OTHER THAN IMPROVEMENTS TO THE LAND.


William R. Roggenbuhl

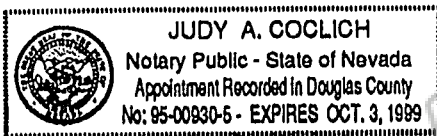

Ted L. Winger, Trustee

STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On February 23, 1999 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), WILLIAM R. ROGGENBIHL who acknowledged to me that he executed the within instrument.



Notary Public

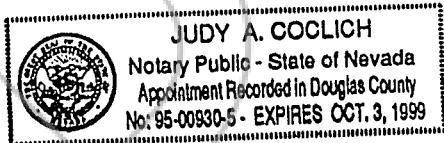


STATE OF NEVADA)
) ss.
COUNTY OF LYON)

On February 23, 1999 personally appeared before me, a Notary Public (or Judge or other authorized person, as the case may be), TED L. WINGER, TRUSTEE who acknowledged to me that he executed the within instrument.



Notary Public



COPIES

RECORDERS USE

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

'99 FEB 24 P12:16

LINDA SLATER
RECORDER
\$ 9.00 PAID K2 DEPUTY

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