

When Recorded Mail To:
Jim Hale Esq
P.O. 2644
Minden, NV 89423

This Document is being executed in counter-part

SUBORDINATION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1999, by and between SILVERMAN & DECARIA, CHTD., a Nevada Professional Corporation (hereinafter referred to as "Creditor") and DR. DAN ROWE and ~~MS. JAN ROWE~~ (hereinafter referred to as "Debtors").
DR. Janice Arlene Cichowles
JAC

W I T N E S S E T H:

WHEREAS, Creditor holds a Lien on certain real property owned by Debtors in Douglas County more fully described as follows:

Lot 50, as shown on that certain map entitled ALPINE VIEW ESTATES, NO. 2, filed in the office of the County Recorder on November 1, 1972 under File No. 62567

APN 15-092-01

hereafter referred to as the "Subject Property"; and

WHEREAS, Debtors desire to refinance a loan currently secured by a deed of trust holding a position ahead of or in priority to Creditor's lien; and

WHEREAS, Creditor is willing to maintain a position subordinate to the loan which will be refinance; and

WHEREAS, it is the express intention of the parties that upon the conclusion of the refinancing which the Debtors will undertake,

creditor's lien will be subordinated to a deed of trust to the benefit of First Interstate Bank of Nevada dated February 9, 1994 in the original amount of \$480,000 (with a current balance of approximately \$375,000), and a second deed of trust to be executed on or amount March 31, 1999, to the benefit of Dr. Rex Baggett in and amount not to exceed \$43,500;

NOW THEREFORE, in consideration of the promises and agreements contained herein, and other good and valuable consideration, the Debtors and Creditor covenant and agree as follows:

1. SUBORDINATION:

Creditor agrees to, and hereby does, subordinate it's lien perfected by the recording of the "ORDER TO ENFORCE ATTORNEY'S LIEN AND FOR JUDGMENT" recorded on November 18, 1998 in Book 1198, page 4067 as Document No. 454379 in the official records of Douglas County, Nevada, to the trust deed which will be executed in favor of Dr. Rex Baggett.

2. TERMS OF SUBORDINATION:

Creditor's Deed of Trust shall be subordinated only to the extent of the actual money advance Dr. Rex Baggett not exceeding Forty-Three Thousand, Five Hundred Dollars (\$45,500.00).

3. CHOICE OF LAW AND VENUE:

This Agreement shall be construed and interpreted according to the laws of the State of Nevada. Venue shall be in the Ninth Judicial District Court of the State of Nevada, in and for the County of Douglas.

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4. **FURTHER ACTS:**

Each party hereto agrees that it shall, in a timely manner when requested by any other party hereto, deliver or cause to be executed and delivered, all such instruments and to take or cause to be taken all such further or other action as may be reasonably required to accomplish the subordination of Creditor's lien in the manner contemplated by this agreement.

5. **NOTICES:**

All notices, requests, demands and other communications required to be provided to Creditor under this agreement, shall be deemed to have been duly given if set forth in writing, delivered by certified mail, return receipt requested, postage prepaid, as follows:

Creditor: Silverman & Decaria, Chtd.
290 S. Arlington Ave., Ste 100
Reno, NV 89501

Debtors: ~~Jan Rowe~~ *Janice Arlene Cichowlas*
3452 Bernese Court
Carson City, NV 89702⁵

AND

Dan E. Rowe, M.D.
1177 North Division Street
Carson City, NV 89703

With a copy to: James R. Hales, ESQ.
P.O. Box 2644
Minden, NV 89410
Counsel for Creditor

6. **HEADINGS:**

The headings of the sections and subsections of this Agreement are inserted for convenience only, and shall not constitute a part hereof, or limit or modify the provisions hereof.

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7. **COUNTERPARTS:**

This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument, but in proving this Agreement, it shall not be necessary to introduce any more than one of such counterparts.

8. **ENTIRE AGREEMENT AND AMENDMENTS:**

This Agreement embodies the entire agreement and understanding between the parties hereto, and specifically supersedes all prior agreements and understandings relating to the subordination of Creditor's lien. The parties acknowledge that they are not relying on any representations, warranties, conditions, agreements, or understandings, except as herein specified or contemplated. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing referencing this document and signed by the parties to be charged.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Agreement to be duly executed, all as of the day and year first above written.

CREDITOR

SILVERMAN & DECARIA

BY: Mary Anne Decaria

Its: Secretary

Mary Anne Decaria

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DEBTORS

DR. DAN ROWE

JAN ROWE

STATE OF Nevada)
County of Washoe) ss.

This instrument was acknowledged before me on the 30 day of March, 1999 by Mary Anne Decaria as CEO, TOR Secretary of SILVERMAN & DECARIA, CHTD.

NOTARY PUBLIC



STATE OF NEVADA)
County of _____) ss.

This instrument was acknowledged before me on the ___ day of _____, 1999 by DR. DAN ROWE.

NOTARY PUBLIC

STATE OF NEVADA)
County of _____) ss.

This instrument was acknowledged before me on the ___ day of _____, 1999 by JAN ROWE.

NOTARY PUBLIC

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DEBTORS

Dr. Dan Rowe
DR. DAN ROWE

Janice Arlene Cichowas
~~JAN ROWE~~ Janice Arlene Cichowas
JAC

STATE OF Nevada)
County of _____) ss.

This instrument was acknowledged before me on the ____ day of _____, 1999 by _____ as _____ of SILVERMAN & DECARIA, CHTD.

NOTARY PUBLIC

STATE OF NEVADA)
County of Douglas) ss.

This instrument was acknowledged before me on the 30 day of March, 1999 by DR. DAN ROWE.

Lori Mae Silva
NOTARY PUBLIC



STATE OF NEVADA)
County of Douglas) ss.

This instrument was acknowledged before me on the 31 day of March, 1999 by ~~JAN ROWE~~ Janice Arlene Cichowas JAC

Mary H. Kelsh
NOTARY PUBLIC



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COPY

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

'99 APR -8 A10:31

LINDA SLATER
RECORDER
\$13⁰⁰ PAID K2 DEPUTY

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