

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 Twenty-ninth day of February, 2000, by ROBERT J. HILKE, JR., owner of the land hereinafter described and hereinafter referred to as "Owner", and JANET E. MOORE, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated February 7, 2000, to NORTHERN NEVADA TITLE COMPANY, A NEVADA CORPORATION, as trustee, covering:

The North 132.13 feet of the Southwest Quarter of the Southwest Quarter of the North half of Lot 1 of the Southwest Quarter of Section 6, Township 14 North, Range 20 East, M.D.B. & M.

to secure a note in the sum of \$47,000.00, dated February 7, 2000, in favor of Beneficiary, which deed of trust was recorded on 3-1-2000 in Book 711, Official Records, Page 109, as Document No. 487169; and
* 0300

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$130,500.00, dated February 28, 2000, in favor of First National Bank of Nevada, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which deed of trust will record concurrently herewith on 3-1-2000, in Book 0300, Official Records, Page 98, as Document No. 487168; and

WHEREAS, it is a condition precedent to obtaining said loan from Lender 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 upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; 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.
- (3) That this agreement shall supersede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of Lender, which provisions are inconsistent or contrary to the provisions herein.

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 disbursements 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 paid 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.

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.

Janet E. Moore
JANET E. MOORE

Robert J. Hilke, Jr.
ROBERT J. HILKE, JR.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

(CLTA SUBORDINATION FORM "B")

WHEN RECORDED MAIL TO:

NORTHERN NEVADA TITLE COMPANY
512 N. DIVISION STREET
CARSON CITY, NEVADA 89703

that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being paid 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.

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✓ Janet E Moore
JANET E. MOORE
2/15/00

Signed in Counterpart
ROBERT J. HILKE, JR.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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CARSON CITY, NEVADA 89703

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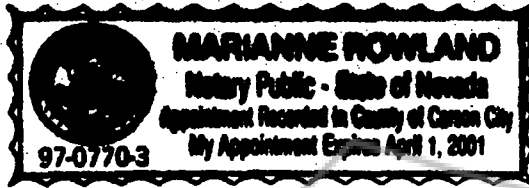
STATE OF NEVADA)

) ss.

COUNTY OF Carson City

On this 16th day of February, 2000, personally appeared before me a Notary Public in and for Carson City County, State of Nevada, Robert G. Hilke known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that (he) executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.



Marianne Rowland
NOTARY PUBLIC

STATE OF NEVADA)

) ss.

COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me a Notary Public in and for _____ County, State of Nevada, _____ known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC

CALIFORNIA ^{UKC}
STATE OF NEVADA)

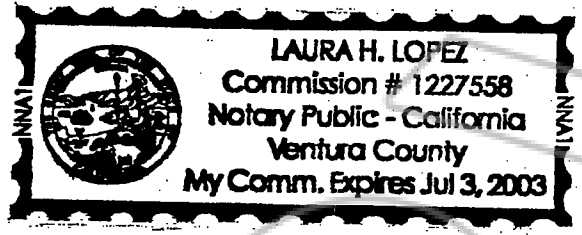
) ss.

COUNTY OF VENTURA)

On this 15 day of Feb, 2000, personally appeared before me a Notary Public in and for Ventura County, State of ^{UKC} ~~Nevada~~, Sanet Eleanore Moore known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Laura H. Lopez
NOTARY PUBLIC



STATE OF NEVADA)

) ss.

COUNTY OF _____)

On this _____ day of _____, 19____, personally appeared before me a Notary Public in and for _____ County, State of Nevada, _____ known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC

REQUESTED BY
Northern Nevada Title Company
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA
2000 MAR -1 PM 3: 11
LINDA SLATER
RECORDER
\$ 11.00 PAID KZ DEPUTY

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