

83048-CAC

Space above line for recording purposes.

SUBORDINATION AGREEMENT
Subordination of Deed of Trust
Nevada

THIS SUBORDINATION AGREEMENT (the "Agreement") is made and entered into this 12 day of May, 2000 by RICHARD L. HECKL and LUCILLE A. HECKL, husband and wife (the "Owner"), and WELLS FARGO BANK NEVADA, NATIONAL ASSOCIATION, formerly known as NORWEST BANK NEVADA, NATIONAL ASSOCIATION (the "Beneficiary").

RECITALS

1. The Owner executed a Deed of Trust dated September 9, 1997 (the "Beneficiary's Deed of Trust") to Americorp Financial, Inc., Trustee encumbering the following described real property (the "Property"):

Lot 156 as set forth on the Final Map of WILDHORSE UNIT NO. 6, a Planned Unit Development, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 14, 1994, in Book 394, Page 2741, as Document No. 332336, County of Douglas, State of Nevada;

to secure a promissory note dated September 9, 1997 in the sum of \$11,000.00 in favor of the Beneficiary, which Deed of Trust was recorded September 17, 1997 in Book 997, Page 3468, Document No. 421910 of the Official Records in the County of Douglas, State of Nevada.

2. The Owner has or is about to execute a new Deed of Trust (the "New Lender's Deed of Trust") and note in the sum of \$133,000.00 dated May 8, 2000 in favor of WELLS FARGO HOME MORTGAGE (the "New Lender"), which will also encumber the Property and which will also be recorded in the official records of the County of Douglas, State of Nevada.

3. It is a condition precedent to obtaining the new loan (the "New Loan") from the New Lender that the New Deed of Trust shall unconditionally be and remain at all times a lien upon the Property that is prior and superior to the lien of the Beneficiary's Deed of Trust, and that the Beneficiary subordinates the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

0491895

BK0500PG2899

4. It is to the mutual benefit of the parties to this Agreement that the New Lender make the New Loan to the Owner, and the Beneficiary is willing to subordinate the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce the New Lender to make the New Loan, the parties agree as follows:

(1) That the New Lender's Deed of Trust, together with any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the Property that is prior and superior to the lien or charge of the Beneficiary's Deed of Trust until the New Lender's promissory note secured by the New Lender's Deed of Trust is paid. Notwithstanding anything to the contrary, this Agreement shall not extend to any principal advances made by the New Lender after the date of the New Loan, except that this Agreement shall extend to future advances made for taxes, insurance, fees, costs, and expenses required to protect the interests of the New Lender in connection with the New Loan;

(2) That the New Lender would not make the New Loan without this Agreement; and

(3) That this Agreement shall be the whole and only agreement with regard to the subordination of the Beneficiary's Deed of Trust to the New Lender's Deed of Trust.

The Beneficiary agrees and acknowledges:

(1) That the New Lender in making disbursements pursuant to the New Loan is under no obligation or duty to, nor has the New Lender represented that it will, see to the application of such proceeds by the person or persons to whom the New Lender disburses such proceeds;

(2) That the Beneficiary unconditionally subordinates the Beneficiary's Deed of Trust in favor of the New Lender's Deed of Trust and understands that in reliance upon, and in consideration of this 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 that would not be made or entered into but for said reliance upon this subordination; and

(3) That the Beneficiary's Deed of Trust has by this instrument been subordinated to the New Lender's Deed of Trust subject to the provisions of this Agreement.

NORWEST BANK NEVADA,
NATIONAL ASSOCIATION

RICHARD L. HECKL, Owner

By *M.L. Menesini*
M.L. MENESINI
Title BR Mgr

LUCILLE A. HECKL, Owner

STATE OF NEVADA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 12th day of May 2000, by M.L. Menesini as BR mgr of NORWEST BANK NEVADA, NATIONAL ASSOCIATION.

WITNESS my hand and official seal.
My commission expires: 1-20-2002

Diane Jackson
Notary Public

STATE OF NEVADA)
) SS.
COUNTY OF _____)



The foregoing instrument was acknowledged before me this _____ day of May 2000, by RICHARD L. HECKL and LUCILLE A. HECKL.

WITNESS my hand and official seal.
My commission expires: _____

Notary Public

(Subordination) Heckl-500 (Nevada)

(3) That the Beneficiary's Deed of Trust has by this instrument been subordinated to the New Lender's Deed of Trust subject to the provisions of this Agreement.

[Signature]
RICHARD L. HECKL, Owner

[Signature]
LUCILLE A. HECKL, Owner

NORWEST BANK NEVADA,
NATIONAL ASSOCIATION

By _____

Title _____

STATE OF NEVADA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of May 2000, by _____ as _____ of NORWEST BANK NEVADA, NATIONAL ASSOCIATION.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

STATE OF NEVADA)
) SS.
COUNTY OF Douglas)

The foregoing instrument was acknowledged before me this 8TH day of May 2000, by RICHARD I. HECKL and LUCILLE A. HECKL.

WITNESS my hand and official seal.

My commission expires: 2-4-04

[Signature]

Notary Public

S:\Subordination\Heckl-500(Nevada)



0491895

BK0500PG2902

AFTER RECORDING MAIL TO:

Western Title Company
1626 Hwy. 395
Minden, Nevada 89423

ESCROW NO. 83098-CAC

COPY

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

2000 MAY 12 PM 2:25

LINDA SLATER
RECORDER

\$ 11.00 PAID KJ DEPUTY

0491895

BK0500PG2903