

# SUBORDINATION AGREEMENT

APN 1220-20-002-001

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 2<sup>ND</sup> DATE OF May, 2001  
by JULIE SNYDER, A MARRIED WOMAN AS HER SOLE AND SEPARATE PROPERTY

owner of the land hereinafter described and hereinafter referred to as "Owner", and EARL J. SNYDER AND SHIRLEY M. SNYDER, HUSBAND AND WIFE

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 JULY 21, 1999,  
to STEWART TITLE OF DOUGLAS COUNTY, as trustee, covering:  
See Exhibit A attached hereto and made a part hereof.

to secure a note in the sum of \$104,000.00, dated JULY 21, 1999,

in favor of EARL J. SNYDER AND SHIRLEY M. SNYDER, HUSBAND AND WIFE, which deed of trust was recorded DFECEMBER 30, 1999, in Book 1299 Page 5424, Official Records of said County; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$238,000.00, dated MAY 1, 2001, in favor of WELLS FARGO HOME MORTGAGE, INC.,

hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before 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 of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust 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 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 be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust herein before specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

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 and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

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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.

Earl J. Snyder  
EARL J. SNYDER  
Shirley M. Snyder  
SHIRLEY M. SNYDER Beneficiary

Julie Snyder  
JULIE SNYDER  
Owner

(All signatures must be acknowledged)

Form Furnished By Western Title Company, Inc.

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

STATE OF NEVADA }  
COUNTY OF DOUGLAS } S.S.

This instrument was acknowledged before me on  
5/2/2001

by JULIE SNYDER  
Charlene L. Hanover  
Notary Public



(This area for official notarial seal)

STATE OF NEVADA }  
COUNTY OF DOUGLAS } S.S.

This instrument was acknowledge before me on  
5/3/2001

by EARL J. SNYDER AND SHIRLEY M. SNYDER  
Charlene L. Hanover  
Notary Public



(This area for official notarial seal)

**RECORDING REQUESTED BY**

**AND WHEN RECORDED MAIL TO**

Name EARL J. SNYDER  
Street Address 1105 AMARILLO DRIVE  
GARDNERVILLE, NV 89410  
City, State Zip

Order No. 00084232-201-CLH

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Exhibit A

All that real property situate in the County of Douglas, State of Nevada, described as follows:

A portion of Section 20, Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

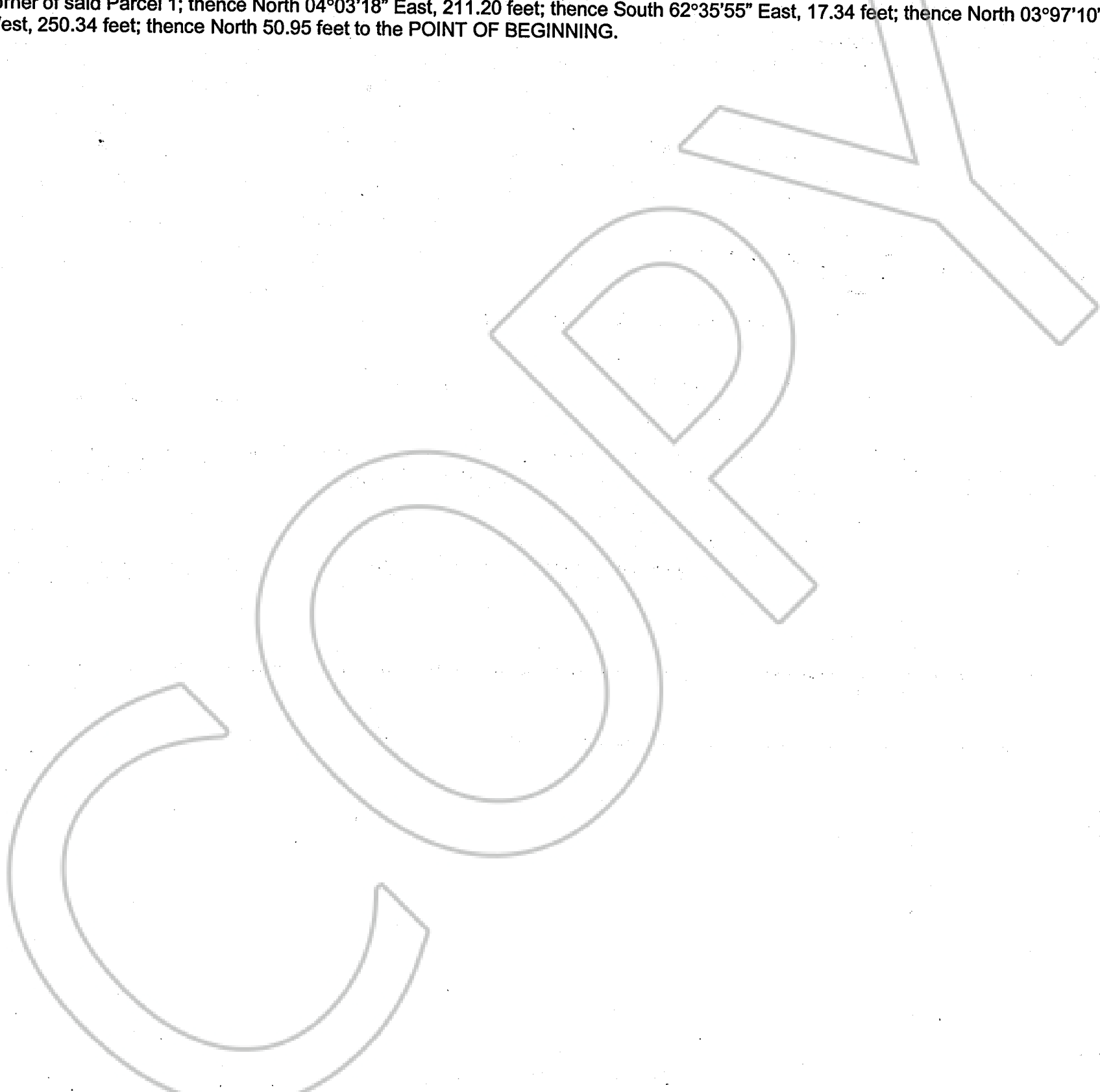
Parcel No. 1, as shown on that Parcel Map for Robert A. Kimmerling and Margery A. Kimmerling, recorded July 31, 1979, in Book 779 of Official Records, at Page 1846, Douglas County, Nevada, said Parcel Map being a redivision of Parcels 11 and 12 as shown on that Land Division Map for Robert A. Kimmerling and Margery A. Kimmerling, recorded November 30, 1978, in Book 1178 of Official Records, at Page 1673, Douglas County, Nevada.

Assessor's Parcel Number: 1220-20-002-001

RESERVING therefrom for roadway and utility purposes the following described easement:

That portion of the West ½ of Section 20, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, described as follows:

COMMENCING at the Northeast corner of Parcel 1, as shown on a Parcel Map recorded for Robert A. Kimmerling and Margery A. Kimmerling in Book 779 of Parcel Map at page 1846, Document No. 35027; thence South along the Easterly boundary of said Parcel 1, 392.07 feet to the POINT OF BEGINNING; thence South 78°53'26" West, 50.95 feet; thence South 93.16 feet; thence South 03°97'10" East, 92.45 feet; thence South 04°03'18" West 307.41 feet; thence South 88°04'23" East, 50.03 feet to the Southeast corner of said Parcel 1; thence North 04°03'18" East, 211.20 feet; thence South 62°35'55" East, 17.34 feet; thence North 03°97'10" West, 250.34 feet; thence North 50.95 feet to the POINT OF BEGINNING.



REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 MAY -7 PM 3: 54

LINDA SLATER  
RECORDER

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\$ PAID *bc* DEPUTY

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