

AP 17-130-070
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When Recorded Return To:

United States Small
Business Administration
Attn: Control Unit
2719 North Air Fresno
Drive, Suite 107
Fresno, CA 93727-1547

Name: Crawford

Loan No.: 9936113006 & 9936623006

space above line for recorder

SUBORDINATION AGREEMENT

THIS AGREEMENT is dated for reference June 8, 2001, and is between Craig Crawford and Mya E. Crawford, owner(s) of the land described in the Deeds of Trust referenced below ("Owner"), Sierra Nevada Funding ("Lender") and the SMALL BUSINESS ADMINISTRATION, an agency duly created under and by virtue of an Act of Congress, having its principal office in Washington, in the District of Columbia, and a Commercial Loan Servicing Center at 2719 North Air Fresno Drive, Suite 107, Fresno, California 93727 (hereinafter called "SBA").

SBA is the present holder and beneficiary of that/those certain deed(s) of trust, dated February 5, 1997, to secure a note or notes in the sum of \$7,300 and \$21,900 ("SBA Deed(s) of Trust"). The SBA Deed(s) of Trust was/were recorded on February 18, 1997 in Book 297 at Page 2325 and 2339, Douglas County Official Records.

Owner has also executed, or is about to execute, a deed of trust securing a note in a sum not to exceed \$275,000, in favor of Lender ("Lender's Deed of Trust"). Lender's Deed of Trust shall be recorded concurrently herewith.

As a condition precedent to Lender's performance, the SBA Deed(s) of Trust must be subordinated to the Lender's Deed of Trust. SBA is willing to subordinate the lien(s) of the SBA Deed(s) of Trust provided it retains its lien priority with regard to all other legal or equitable interests in the property.

In consideration of the mutual benefits to the parties and to induce Lender to make a loan to Owner, it is hereby agreed as follows:

- (1) Lender's Deed of Trust, and any renewals or extensions thereof, shall be a lien on the property prior to the lien of the SBA Deed of Trust.
- (2) Lender would not make its loan without this subordination agreement.
- (3) Lender will not make any additional advances under Lender's

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Deed of Trust except such disbursements which become necessary to protect its security interest and for which Owner is liable under Lender's Deed of Trust and note. Any lien upon the property securing repayment of additional advances or monies due as a result of a default interest rate shall be subordinate to the lien of the SBA Deed of Trust.

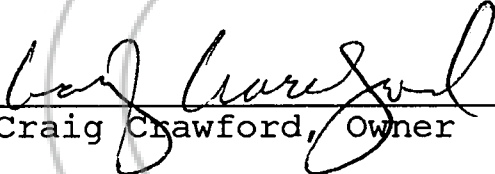
(4) This agreement shall be the whole and only agreement with regard to the subordination of the SBA Deed of Trust to Lender's Deed of Trust.

(5) Except as expressly provided herein, this agreement shall not operate or be construed to alter the priority of the SBA Deed of Trust with regard to any legal or equitable interest in the property. Owner and Lender shall hold SBA harmless from any impairment of its lien (with regard to any third party) which is occasioned by this subordination.

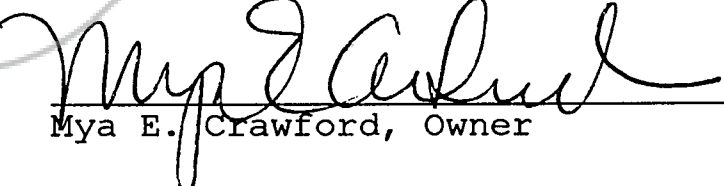
(6) All proceeds of Lender's loan shall be applied to satisfy debt secured by a lien(s) presently superior to the lien of the SBA Deed of Trust, to pay consumer/credit card debt, plus customary closing costs. Any other use of proceeds not described herein shall void this agreement.

(7) Lender shall provide notice to SBA of any default under the terms of the Lender's Security Instrument which remains uncured for 60 days. A default in the obligation secured by the Lender's Deed of Trust may be cured (including purchase of the property at foreclosure sale) by the SBA via cash, certified funds or a United States Treasury check, at the option of the SBA. Provisions for a so-called "default rate of interest" or any similar penalty payment that may be contained within the Lender's Deed of Trust are inapplicable to SBA.

(8) This subordination agreement is void if not duly executed by Owner, Lender, SBA, the SBA Borrower(s) and all Guarantors of the SBA loan.



Craig Crawford, Owner



Mya E. Crawford, Owner

LENDER

ADMINISTRATOR, UNITED STATES
SMALL BUSINESS ADMINISTRATION,
AN AGENCY OF THE UNITED STATES

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Steven K. Davidson

By: _____
[please type or print name and title]

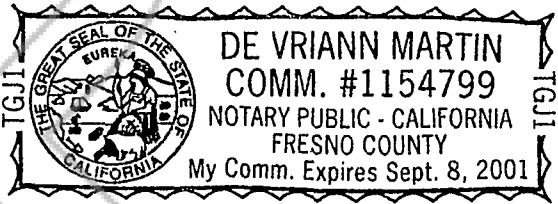
STEVEN K. DAVIDSON

(All signatures must be acknowledged)

State of California
County of Fresno

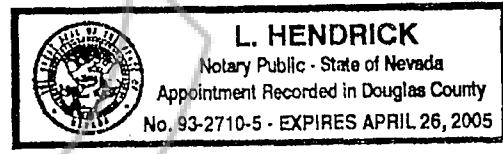
On June 8, 2001 before me, DeVriann Martin, a Notary Public, personally appeared Steven K Davidson, personally known to me (or proved on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Signature *DeVriann Martin*



STATE OF Nevada)
) SS.
COUNTY OF Douglas)

This instrument was acknowledged before me on June 29, 2001
~~199~~, by Craig Crawford and Mya E. Crawford



L. Hendrick
Notary Public

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COPY

REQUESTED BY
STEWART TITLE of DOUGLAS COUNTY

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2001 JUN 29 PM 3: 23

LINDA SLATER
RECORDER

\$ 10.00 PAID KD DEPUTY

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