

1220-21-410-003

WHEN RECORDED MAIL TO:

SUBORDINATION AGREEMENT

GREATER NEVADA CREDIT UNION

451 EAGLE STATION LANE

CARSON CITY NV 89701

020108395

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 October 24, 2002, by Daniel M. Rogers and Cynthia J. Rogers, husband and wife, as joint tenants

owner of the land hereinafter described and hereinafter referred to as "Owner", and Greater Nevada Credit Union (formerly known as Nevada Community Federal Credit Union), 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 November 13, 2001 to Marquis Title and Escrow as trustee covering: Lot 502, as shown on the official map of GARDNERVILLE RANCHOS UNIT NO. 6, filed for record on May 29, 1973, in the office of the County Recorder of Douglas County, Nevada as Document No. 66512.

to secure a note in the sum of \$ 20,000.00, dated November 13, 2001, in favor of Beneficiary, which deed of trust was recorded on November 19, 2001 in Book 1101, Official Records, Page 5960 as Document No. 0528118; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 146,000.00 dated in favor of Capitol Commerce Mortgage Co., 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 in Book Official Records, Page as Document No.; 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 the 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 YOU REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

GREATER NEVADA CREDIT UNION
451 EAGLE STATION LANE
CARSON CITY NV 89701

Gerald C. Alcasas, Loan Manager

Owner Date 11-5-02
Owner Date 11-5-02

STATE OF NEVADA
COUNTY OF Carson

This instrument was acknowledged before me on 10-24-02

by: Andrea J. Gaudreault
My Commission Expires: 4-25-05

ANDREA J. GAUDREAU
Notary Public, State of Nevada
Appointment No. 96-4929-3
My Appt. Expires April 25, 2005

0557493

BK 1102 PG 04301

STATE OF NV )  
COUNTY OF Douglas ) SS.

This instrument was acknowledged before me on 11/5/02  
~~199~~ by Daniel M. Rogers and Cindy J. Rogers



Suzanne Cheechov  
Notary Public

0557493

BK1102PG04302

COPY

REQUESTED BY  
**Stewart Title of Douglas County**

IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2002 NOV 12 PM 4:02

LINDA SLATER  
RECORDER

*sl* PAID *Bl* DEPUTY

0557493

BK 1102 PG 04303