

A.P.N. # 1420-33-701-036
ESCROW NO. 020309072

RECORDING REQUESTED BY:
STEWART TITLE COMPANY
WHEN RECORDED MAIL TO:

ERICKSON
11390 N. SILVER PHEASANT LOOP
TUSCON, AZ 85737

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 January 6, 2003, by STEVEN FLEISCHMANN/JULIE FLEISCHMANN owner of the land hereinafter described and hereinafter referred to as "Owner", and MARION ERICKSON present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, STEVEN FLEISCHMANN/JULIE FLEISCHMANN did execute a deed of trust, dated NOVEMBER 27, 2000 to STEWART TITLE OF DOUGLAS COUNTY, as Trustee, covering: SEE ATTACHED EXHIBIT "A"

to secure a note in the sum of \$128,315.00, in favor of MARION ERICKSON which deed of trust was recorded NOVEMBER 28, 2000, in Book 1100, Page 5308, Instrument No. 0503997, 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 \$55,000.00, dated January 15, 2003 in favor of EL DORADO SAVINGS BANK, 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 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 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:

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BK 0103 PG 11648

- (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 hereinbefore 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 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; 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.

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.

Owner STEVEN FLEISCHMANN

Marion Erickson
Beneficiary MARION ERICKSON

Owner JULIE FLEISCHMANN

Beneficiary _____

Owner _____

Beneficiary _____

Owner _____

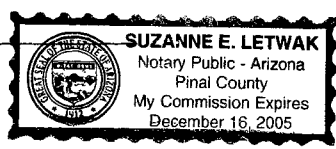
Beneficiary _____

STATE OF NEVADA Arizona }
COUNTY OF Reina } ss.

DATE: January 06, 2003

This instrument was acknowledged before me on 14th day of Jan 2003
by Marion Erickson.

Signature *Suzanne Letwak*
Notary Public



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- (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 hereinbefore 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 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; 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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Owner STEVEN FLEISCHMANN
 Owner JULIE FLEISCHMANN
 Owner _____
 Owner _____

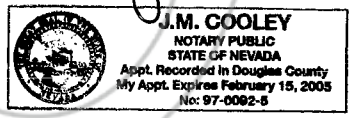
Beneficiary MARION ERICKSON
 Beneficiary _____
 Beneficiary _____
 Beneficiary _____

STATE OF NEVADA }
 COUNTY OF Douglas } ss.

DATE: January 06, 2003

This instrument was acknowledged before me on 1-23-03 by, STEVEN FLEISCHMANN & JULIE FLEISCHMANN

Signature J.M. Cooley
 Notary Public



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 BK0103PG11650



Order No.: 020309072

Exhibit "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada,
County of DOUGLAS, described as follows:

All that certain lot, piece or parcel of land situate in the
County of Douglas, State of Nevada, described as follows:

Parcel B, as set forth on the Parcel Map recorded April 9, 1974
in Book 474 Page 1851, Document No. 72609, Official Records of
Douglas County and being a portion of the Northeast 1/4 of the
Southeast 1/4 of Section 33, Township 14 North, Range 20 East,
M.D.B.&M., and being further described as follows:

The South 225 feet of the North 830 feet of the East 290 feet
of the Northeast 1/4 of the Southeast 1/4 of Section 33,
Township 14 North, Range 20 East, M.D.B.&M., Douglas County,
Nevada.

EXCEPTING THEREFROM: The East 40 feet.

APN 1420-33-701-036

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN
ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED
SEPTEMBER 29, 2000, BOOK 0900, PAGE 5228, AS FILE NO. 0500412,
RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF
NEVADA."

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO. NEVADA

2003 JAN 28 PM 3: 35

WERNER CHRISTEN
RECORDER

\$ 17.00 PAID *K2* DEPUTY

STEWART TITLE
Guaranty Company

SCHEDULE A
CLTA PRELIMINARY REPORT
(12/92)

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