

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 Of 5 Fee: 18.00  
BK-0505 PG-10943 RPTT: 0.00



90887LS

ASSESSOR'S PARCEL NO.: 1023-08-002-005

**WHEN RECORDED MAIL TO:**  
**Greater Nevada Credit Union**  
**P O Box 2128**  
**Carson City, NV 89701**

**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 **May 20, 2005** by **William S. McMichael and Valida A. McMichael, Co-Trustees** under **The McMichael Community Property Trust** dated **October 22, 1999**.

Owner of 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 hereinafter described and hereinafter referred to as "Beneficiary":

**WITNESSETH**

**THAT WHEREAS, Owner** has executed a deed of trust, dated **August 27, 2003** to **Marquis Title and Escrow** as Trustee covering:

**See Exhibit "A" attached hereto made a part hereof**

To secure a note in the sum of **\$ 50,000**, dated, **August 27, 2003** In favor of **Greater Nevada Credit Union**, Beneficiary, which deed of trust was recorded on **September 2, 2003** in Book **0903** official Record, Page **731**, as Document No. **588521**.

**WHEREAS, Owner** has executed, or is about to execute, a deed of trust and note in the sum of **\$ 500,000.00** dated **May 18, 2005** in favor of **Greater Nevada Mortgage Services**, 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 5/24/05, In Book 0505, Official Records, Page 10927, as Document No. 0645163; 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 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 a loan to Owner, and Beneficiary is willing 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 if 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 supercede 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 or trust first above mentioned to the lien or charge of said deed of trust in favor of Lender, which provisions are inconsistent or contrary to the provisions herein.

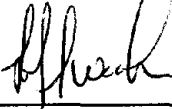
**Beneficiary declares, agrees and acknowledges that**

- 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 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 TO 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



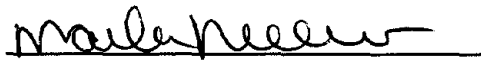
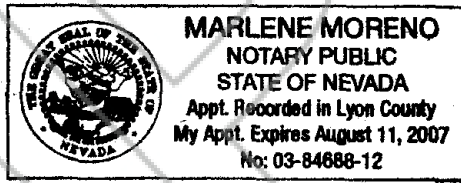
**BENEFICIARY: Tim Woodman**  
Consumer Lending Manager

  
WILLIAM S. MCMICHAEL  
VALIDA A. MCMICHAEL

State of Nevada

County of Washoe

This instrument was acknowledged before me on May 20, 2005 by Tim Woodman.

  
Notary Public  
My commission expires:

STATE OF NEVADA

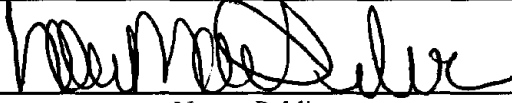
} s.s.

COUNTY OF DOUGLAS \_\_\_\_\_

This instrument was acknowledged before me on

May 24<sup>th</sup>, 2005

by WILLIAM S. McMICHAEL and VALIDA A. McMICHAEL



Notary Public



### Legal Description

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

Being a portion of the Southwest quarter of the Southeast quarter of Section 8, Township 10 North, Range 23 East, M.D.B. & M., further described as follows:

Parcel 4, as set forth on the Parcel Map for Victor and Janet Buron filed for record March 24, 1981, in Book 381, Page 2052, Document No. 54677, Official Records of Douglas County, State of Nevada.

#### PARCEL 2:

An access road across the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 8, Township 10 North, Range 23 East, M.D.B. & M., as disclosed in Right-of-Way Grant recorded February 27, 1992, in Book 292, Page 4416, as Document No. 271960, described as follows:

The said access road will be 20 feet wide and approximately 600 feet long, and the centerline of the access road will extend from the North boundary at a point about 159 feet West of its Northeast corner to a point 15 feet South of the subject property, Northwest corner. From this location the access road will enter the subject property.

