

OFFICIAL RECORD

Requested By:

FIRST AMERICAN TITLE COMPANY

RECORDING REQUESTED BY:
FIRST AMERICAN LENDERS
ADVANTAGE

AND WHEN RECORDED MAIL TO:
FIRST AMERICAN TITLE
1591 GALBRAITH AVE
GRAND RAPIDS MI 49546

Douglas County - NV
Werner Christen - Recorder

Page: 1 Of 5 Fee: 18.00
BK-1005 PG-14394 RPTT: 0.00



A.P.N: 1420-274-701-010
File No: 2056205

*Prepared by prudent funds
Brian Cooke
1633 Bayshore Highway
Burlingame, CA 94010*

SUBORDINATION AGREEMENT
(Existing to New)

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 17th day of October, 2005, by

ALBERT W. BYE AND SABINA S. BYE TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE ALBERT WILBUR BYE AND SABINA STEPHANIE BYE FAMILY TRUST, DATED NOVEMBER 1, 1989

Owner of land hereinafter described and hereinafter referred to as "Owner", and

HERITAGE BANK OF NEVADA

*Prion recording info
8/17/04 book 804 pg 6786*

Present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS ALBERT W. BYE AND SABINA S. BYE TRUSTEES, OR THEIR SUCCESSORS IN TRUST, UNDER THE ALBERT WILBUR BYE AND SABINA STEPHANIE BYE FAMILY TRUST, DATED NOVEMBER 1, 1989 has executed a Deed of Trust dated 07/24/03 to STEWART TITLE OF NORTHERN NEVADA, as Trustee, covering:

PARCEL 4D-2C AS SET FORTH ON THAT CERTAIN PARCEL MAP LAD#99-005 FOR RAYMOND M. SMITH TRUST, A DIVISION OF REVISED PARCEL 4-D1 PER RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT RECORDED AS DOC. NO. 458377, FILED FOR RECORD IN THE OFFICE OF THE

RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JULY 28, 1999, AS DOCUMENT NO. 437282.

To secure Note in the Sum of \$30,000.00 dated 07/24/03, in favor of HERITAGE BANK OF NEVADA, which Deed of Trust was recorded 07/28/03 in Docket/Book 703, Page 13900, or Instrument No. N/A, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$187,300.00 (NOT TO EXCEED THIS AMOUNT), dated 12/16/2003, in favor of PROVIDENT FUNDING ASSOCIATES, L.P., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is recorded date 8/17/2004, Instrument No. 0621401 & amended

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 the Beneficiary will specifically and unconditionally subordinate the lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust 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 renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior 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.

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

- 3) the Deed of Trust hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these 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 deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees, and acknowledges that

1. 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;
2. 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 of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made or in part;
3. 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 and 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
4. An endorsement has been placed upon the note secured by 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 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 THE IMPROVEMENT OF THE LAND.

BENEFICIARY: HERITAGE BANK OF NEVADA


Print Name: TOM TRAFICANTI Print Name: _____
Title: SENIOR VICE PRESIDENT Title: _____



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

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

WITH RESPECT THERETO (CLTA SUBORDINATION FORM "A")

STATE OF Nevada)SS

COUNTY OF Washoe)

On October 17, 2005, before me, Cindy L. Mackowiak personally appeared Tom Traficanti, person ally known to me (or proved to me on the basis of satisfactory evidence) to the person(s) whose name(s) is /are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

WITNESS my hand and official seal.

Signature Cindy L. Mackowiak
Cindy Mackowiak

My Commission Expires: Nov. 21, 2007

This area for official notarial seal.

mail tax statements to
Albert Bye
1525 W High Point
Minden, NV 89423



Exhibit "A"

Legal Description

The land referred to in this Report is situated in the **STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF MINDEN**, and is described as follows:

PARCEL 4D-2C AS SET FORTH ON THAT CERTAIN PARCEL MAP LAD#99-005 FOR RAYMOND M. SMITH TRUST, A DIVISION OF REVISED PARCEL 4-D1 PER RECORD OF SURVEY SUPPORTING A BOUNDARY LINE ADJUSTMENT RECORDED AS DOC. NO. 458377, FILED FOR RECORD IN THE OFFICE OF THE RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON JULY 28, 1999, AS DOCUMENT NO. 437282.

