

Assessor's Parcel No: 1220-25-501-013

When Recorded Mail to:
Greater Nevada Credit Union
Attn: Jackie Tilton
451 Eagle Station Lane
Carson City, NV 89701

#10088261M

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 4 Fee: 17.00
BK-1010 PG- 5155 RPPT: 0.00



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 October 21, 2010 by Dana G. Wing and Maria Teresa Wing, husband and wife as joint tenants

Owner and land herinafter described and herinafter referred to as "Owner", and Greater Nevada Mortgage Services, present owner and holder of the deed of trust and note hereinafter described and herinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated June 20, 2008 to Marquis Title & Escrow INC. as trustee covering:

See Exhibit "A" attached hereto made a part hereof

to secure a note in the sum of \$ 85,000.00 dated June 20, 2008, in favor of the Beneficiary which deed of trust was recorded on June 27, 2008 as Original Document No. 725866 Book XX Page XX, and;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 265,800.00 dated Oct. 6, 2010 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 Oct. 26, 2010 in Book 1010, Official Records, Page 5136, as Document No. 0772794; 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 supervisor to the lien or charge upon the land hereinbefore described, prior and supervisor 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:

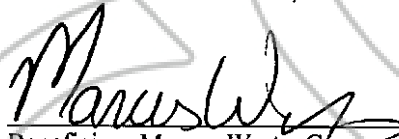
- 1) That said deed of trust securing said note in favor of Lender, and any renewals or extension thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- 2) That 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 lie 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, be Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement in 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 an nay 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 YOUR 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 Marcus Wertz, Consumer Loan Manager

STATE OF NEVADA
COUNTY OF Carson City

This instrument was acknowledged before me on

10-21-2010 by Marcus Wertz.


Notary Public


 **JACQUELIN TILTON
NOTARY PUBLIC
STATE OF NEVADA
No.10-2045-3 My Appt. Exp. April 1, 2014**

EXHIBIT "A"

PARCEL 1

A portion of the Northeast ¼ of the Northeast ¼, Section 25, Township 12 North, Range 20 East, M.D.B. & M., described as follows:

COMMENCING at the Northeast corner of Section 25, Township 12 North, Range 20 East, M.D.B. & M.;

Thence South a distance of 1320 feet to a point;

Thence West 588.42 feet to the TRUE POINT OF BEGINNING;

Thence West a distance of 342.18 feet to a point;

Thence North 15°00' West, a distance of 196.08 feet to a point on a curve;

Thence on a curve to the left from a tangent bearing of North 78°00' East through a delta angle

of 14°30' whose radius is 1050 feet and having an arc length of 265.73 feet to a point of compound curve:

Thence on a curve to the left from a tangent bearing of North 63°30' East through a delta angle of 8°00' whose radius is 420 feet and having an arc length of 58.64 feet to a point;

Thence South 16°45' East, a distance of 320.09 feet to the TRUE POINT OF BEGINNING.

PARCEL 2

TOGETHER WITH a road easement for ingress, egress and utility use purposes described as follows:

COMMENCING at the same Northeast corner of said Section 25;

Thence South a distance of 1320 feet to a point;

Thence West a distance of 1320 feet to a point;

Thence North a distance of 175.12 feet to a point;

Said point being on the centerline of a 50 foot wide road:

Thence along the centerline of said 50 foot wide road, North 84°30' East, a distance of 219.59 feet to the beginning of a curve;

Thence on a curve to the left through a delta angle of 21°00' whose radius is 1025 feet and having an arc length of 375.68 feet to a point of compound curve to the left from a tangent bearing of North 63°30' East through a delta angle of 8°00' whose radius is 395 feet and having an arc length of 55.15 feet to the end of said 50 foot wide road.

EXCEPTING THEREFROM those portions quit claimed to PAUL W. HARR and CATHERINE HARR and PINENUT TRUST in Book 1290, Page 3025 and 3028, as Document No. 241543 and 241545.

Subject to an easement for utility use purposes 10 feet in width and running along the entire length of the Southerly side of the above described parcel.

PARCEL 3

TOGETHER WITH an exclusive easement for access, ingress, egress and utilities over and across that triangular portion of Lot 19, Block A of THOMPSON ACRES, UNIT 3, filed March 22,

1978, in Book 378, Page 1424, as Document No. 18827, Official Records of Douglas County, Nevada, described as follows:

BEGINNING at the Southwest corner of said Lot 19;
Thence Easterly along the Southerly line of said lot 19, a distance of 32.0 feet to a point;
Thence Northwesterly to a point of the Westerly line of said Lot 19, being 33.5 feet distant from the Southwest corner of said lot;
Thence Southwesterly along the Westerly line of said Lot 19, a distance of 33.5 feet to the TRUE POINT OF BEGINNING.

PARCEL 4

TOGETHER WITH an easement for ingress and egress described as follows:

All that portion of Lot 18, THOMPSON ACRES, UNIT NO. 2, recorded on march 22, 1978, described as follows:

BEGINNING at the Northwest corner of said Lot 18;
Thence South 16°45' East, 206.60 feet;
Thence North 73°15' East, 26.60 feet;
Thence North 16°45' West, 195.23 feet to a point on the Southerly line of Morgan Court;
Thence along said Southerly line along a curve concave to the North with a radius of 375.0 feet, a central angle of 4°20'13" and an arc length of 28.38 feet to the POINT OF BEGINNING.

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NOTE: Per NRS 111.312 the above legal description was previously recorded October 16, 2007, in Book 1007, at Page 4018, as Document No. 711152, Official Records of Douglas County, Nevada.