

DOC # 790243  
09/28/2011 01:34PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
First American Title IV  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 7 Fee: \$20.00  
BK-911 PG-5154 RPTT: 0.00



A.P.N.: 1318-15-612-003  
File No: 123-2396084 (CHT)

When Recorded Return To:  
Barton Healthcare System  
c/o John Benazzi  
1300 SW Fifth Avenue, Suite 2300  
Portland, OR 97201

**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 **Twentieth day of September, 2011**, by

**Kyle Swanson and Britta Swanson, husband and wife, as joint tenants**

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

**Barton Healthcare System, a California nonprofit Public Benefit Corporation**

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 **July 11, 2008** to **Stewart Title of Douglas County, a Nevada Corporation**, as Trustee, covering:

LOT 3, IN BLOCK A, AS SHOWN ON THE MAP ENTITLED ROUND HILL VILLAGE, UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 31, 1965, AS DOCUMENT NO. 29312.

to secure a Note in the sum of **\$100,000.00**, dated **July 11, 2008**, in favor of **Barton Healthcare System, a California nonprofit Public Benefit Corporation**, which Deed of Trust was recorded **July 15, 2008** in Book **0708**, Page **2992**, or Instrument No. **0726829**, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$405,000.00**, dated **9/22/2011**, in favor of **Sierra Pacific Mortgage Company, Inc**, 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



**A.P.N. 1318-15-612-003**

Subordination Agreement -  
continued

File No.: **123-2396084 (CHT)**

Date: **September 20, 2011**

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 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 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 Deed 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



**A.P.N. 1318-15-612-003**

Subordination Agreement -  
continued

File No.: **123-2396084 (CHT)**

Date: **September 20, 2011**

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 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 THE IMPROVEMENT OF THE LAND.**



**A.P.N. 1318-15-612-003**

Subordination Agreement -  
continued


File No.: **123-2396084 (CHT)**

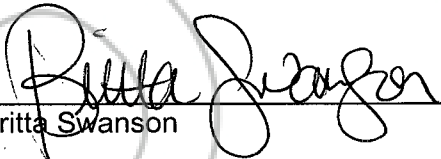
Date: **September 20, 2011**

**(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")*

OWNER:

  
\_\_\_\_\_  
Kyle Swanson

  
\_\_\_\_\_  
Britta Swanson

STATE OF *Nevada* )  
                                  : **ss.**  
COUNTY OF *Douglas* )

This instrument was acknowledged before me on *9/23/2011*  
by *Kyle Swanson + Britta Swanson*

  
\_\_\_\_\_  
Notary Public



(My commission expires: ) *10/10/2011*

BENEFICIARY:

**Barton Healthcare System, a California nonprofit Public Benefit Corporation**

By: \_\_\_\_\_



**A.P.N. 1318-15-612-003**

**Subordination Agreement - continued**

**File No.: 123-2396084 (CHT)**

**Date: September 20, 2011**

**(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")

OWNER:

\_\_\_\_\_  
Kyle Swanson

\_\_\_\_\_  
Britta Swanson

STATE OF )  
                  ) : **ss.**  
COUNTY OF )

This instrument was acknowledged before me on  
by

\_\_\_\_\_  
Notary Public

(My commission expires: )

**BENEFICIARY:**

**Larion Healthcare System, a California nonprofit Public Benefit Corporation**

By: John N. Cefalu 9/26/11  
Secretary/Treasurer  
John N. Cefalu



**A.P.N. 1318-15-612-003**

**Subordination Agreement - continued**

**File No.: 123-2396084 (CHT)**

**Date: September 20, 2011**

STATE OF )  
                  ) : **ss.**  
COUNTY OF )

This instrument was acknowledged before me on  
by  
as  
of  
.

*see attached  
09/26/11 JM*

\_\_\_\_\_  
Notary Public

(My commission expires: \_\_\_\_\_ )



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of EL Dorado }

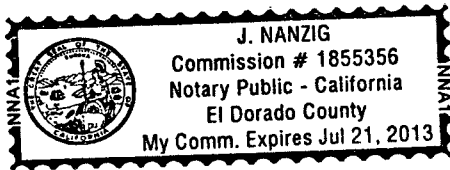
On 09/26/2011 before me, J. Nanzig, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared John Aino Cefalu  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be 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 by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature J. Nanzig, Notary Public  
Signature of Notary Public

Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### Description of Attached Document

Title or Type of Document: First American Title company of Nevada Lenders Subordination Agreement

Document Date: September 20, 2011 Number of Pages: 5

Signer(s) Other Than Named Above: NO other signers

#### Capacity(ies) Claimed by Signer(s)

Signer's Name: John Aino Cefalu

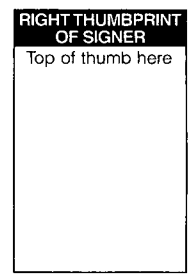
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_