

RECORDED AT THE REQUEST OF
FIRST AMERICAN TITLE COMPANY
AND WHEN RECORDED MAIL TO:

MID VALLEY SERVICES, INC.
7644 NORTH PALM AVENUE
FRESNO, CA 93711-5732
LOAN NO. E120220170

1320-30-701-008
1004-3988046 (DE)

DOC # 802154
05/10/2012 12:13PM Deputy: SG
OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-512 PG-2260 RPTT: 0.00



SUBORDINATION AGREEMENT

(Concurrent Recording)

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 Eighth day of May, 2012,

Mary C. McDonald, Trustee of the Mary C. McDonald Trust Agreement, dated April 15, 2005

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

WITNESSETH

THAT WHEREAS, Clapanwig, LLC, a Nevada limited liability company has executed a Deed of Trust dated May 4, 2012 to First American Title Insurance Corporation, a California corporation, as Trustee, covering:

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

to secure a Note in the sum of \$100,000.00, dated May 4, 2012, in favor of Mary C. McDonald, Trustee of the Mary C. McDonald Trust Agreement, dated April 15, 2005, which Deed of Trust is to be recorded concurrently herewith; and



WHEREAS, Clapanwig, LLC, a Nevada limited liability company has executed, or is about to execute, a Deed of Trust and Note in the sum of \$800,000.00, dated May 2, 2012, in favor of Mid Valley Financial, 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 Clapanwig, LLC, a Nevada limited liability company; 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 Clapanwig, LLC, a Nevada limited liability company 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 wavier, 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.

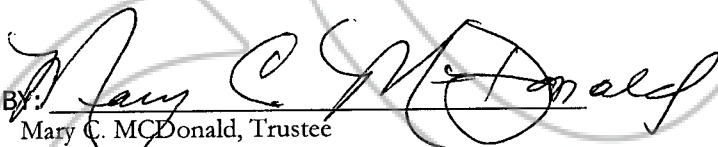
NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN THE IMPROVEMENT OF THE LAND.

(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 "B")

BENEFICIARY:

Mary C. McDonald, Trustee of the Mary C. McDonald Trust Agreement, dated April 15, 2005

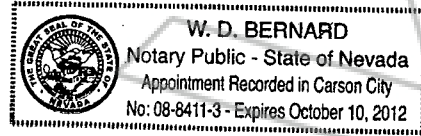
BY: 
Mary C. McDonald, Trustee

(ACKNOWLEDGEMENT FOR NEVADA MUST BE ATTACHED)



STATE OF **NEVADA**)
)
) :SS.
)
COUNTY OF **WASHOE**)

This instrument was acknowledged before me on
May 9, 2012 by
Mary C. McDonald



W. D. Bernard

Notary Public

(My commission expires: 10/10/2012)

COPY



EXHIBIT 'A'

PARCEL 1 AS SET FORTH ON THAT CERTAIN PARCEL MAP FOR BREUER-HARRISON, INC., RECORDED OCTOBER 26, 1990 IN BOOK 1090 OF OFFICIAL RECORDS AT PAGE 4256, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 237650.

