



A. P. Nos:  
1320-33-210-034, 1320-33-210-035,  
1320-33-210-036, 1320-33-210-037,  
1320-33-210-054

Escrow No. 1098183-LI  
Alpen Mortgage NV License #2121  
Alpen Mortgage NMLS #363496

When recorded mail to:

**AFFIRMATION PURSUANT TO  
NRS 111.312(1)(2) AND 239B.030(4)**

*Pursuant to NRS 239B.030, the undersigned, hereby affirm(s) that the below document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.*

**SUBORDINATION AGREEMENT**

THIS AGREEMENT, made May 16, 2012, by KDH BUILDERS THE RANCH, LLC, a Nevada limited liability company, owner of the land hereinafter described, and hereinafter referred to as "Owner" and GREEBANESE INVESTORS, LLC, a California limited liability company, who erroneously acquired its beneficial interest as GREEDANESE INVESTORS, LLC, present owner and holder of the Deed of Trust and note first hereinafter described, and hereinafter referred to as "Beneficiary";

**W I T N E S S E T H:**



WHEREAS, Owner did execute a Deed of Trust dated November 10, 2011, recorded November 14, 2011, in Book 1111, on Page 3046, as Document No. 792587, Official Records, Douglas County, Nevada (the "Original Deed of Trust"), to NORTHERN NEVADA TITLE COMPANY, a Nevada corporation, Trustee, encumbering real property situate in Douglas County, State of Nevada, described as follows:

PARCEL 1:

Lot 2 in Block A as shown on the Amended Final Map, Planned Unit Development PD 04-008, THE RANCH AT GARDNERVILLE PHASE 1, recorded in the office of the Douglas County Recorder, State of Nevada on March 30, 2012, in Book 0312 at Page 7779 as Document No. 799923, Official Records, Douglas County, State of Nevada.

PARCEL 2:

Lot 3 in Block B as shown on the Amended Final Map, Planned Unit Development PD 04-008, THE RANCH AT GARDNERVILLE PHASE 1, recorded in the office of the Douglas County Recorder, State of Nevada on March 30, 2012, in Book 0312 at Page 7779 as Document No. 799923, Official Records, Douglas County, State of Nevada.

PARCEL 3:

Lot 4 in Block B as shown on the Amended Final Map, Planned Unit Development PD 04-008, THE RANCH AT GARDNERVILLE PHASE 1, recorded in the office of the Douglas County Recorder, State of Nevada on March 30, 2012, in Book 0312 at Page 7779 as Document No. 799923, Official Records, Douglas County, State of Nevada.

PARCEL 4:

Lot 5 in Block B as shown on the Amended Final Map, Planned Unit Development PD 04-008, THE RANCH AT GARDNERVILLE PHASE 1, recorded in the office of the Douglas County Recorder, State of Nevada on March 30, 2012, in Book 0312 at Page 7779 as Document No. 799923, Official Records, Douglas County, State of Nevada.



PARCEL 5:

Lot 23 in Block E as shown on the Amended Final Map, Planned Unit Development PD 04-008, THE RANCH AT GARDNERVILLE PHASE 1, recorded in the office of the Douglas County Recorder, State of Nevada on March 30, 2012, in Book 0312 at Page 7779 as Document No. 799923, Official Records, Douglas County, State of Nevada.

and other land to secure a note in the amount of \$400,0000, dated of even date therewith, which Deed of Trust is for the benefit of Beneficiary; and

WHEREAS, Owner has executed a Deed of Trust and note in the sum of \$185,000.00, which may be increased to a maximum principal balance of \$800,000.00, pursuant to NRS 106.300, et seq., dated May 16, 2012 (the "Lender's Deed of Trust"), in favor of CHARLES P. BLUTH and CYNTHIA C. BLUTH, Trustees of THE BLUTH TRUST dated April 19, 1993, 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 represented by the Note and Lender's Deed of Trust last described above, that said Lender's Deed of Trust 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 Original Deed of Trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Lender's 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 Original Deed of Trust and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Original Deed of Trust to the lien or charge of the Lender's 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 Lender's 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 Original Deed of Trust;

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 Lender's 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 Original Deed of Trust.

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 between the parties hereto with respect to the subordination of the lien or charge of the Original Deed of Trust to the lien or charge of the Lender's Deed of Trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such or any subordination, including, but not limited to, those provisions, if any, contained in the Original Deed of Trust, which provide for the subordination of the lien or charge thereof to a Deed or Deeds of Trust or to a mortgage or mortgages to be thereafter executed.

Beneficiary declares, agrees and acknowledges that:

(a) Beneficiary consents to and approves (i) all provisions of the note and Lender's 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) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Original Deed of Trust in favor of the lien or charge upon said land of the Lender's Deed of Trust and understands that in reliance upon, and in 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BENEFICIARY:

GREEBANESE INVESTORS, LLC, a California limited liability company

By [Signature]  
Its Manager

OWNER:

KDH BUILDERS THE RANCH, LLC, a Nevada limited liability company

By [Signature]  
Kenneth D. Hendrix, President

STATE OF Nevada )  
 ) ss  
COUNTY OF Washoe )

This instrument was acknowledged before me on May 16, 2012, by Jamus K Kassis as Managing Member of/for GREEBANESE INVESTORS, LLC.

[Signature]  
Notary Public



STATE OF Nevada )  
 ) ss  
COUNTY OF Washoe )

This instrument was acknowledged before me on May 16, 2012, by KENNETH D. HENDRIX, Managing Member of KDH BUILDERS THE RANCH, LLC.

[Signature]  
Notary Public

