



APN# 1318-26-101-012

Recording Requested by:
Name: North American Title Company, Inc.
Address: 6425 N. Palm Avenue, Suite 101
City/State/Zip: Fresno, CA 93704
Order Number: 55601-1133831-12

Subordination Agreement
(Title of Document)

(for Recorder's use only)

Recorder Affirmation Statement

Please complete Affirmation Statement below:

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

-OR-

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: _____
(State specific law)

[Signature] _____
Signature Title
Kim Grimm _____
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

(Additional recording fee applies)



Recording Requested By

North American Title Company

Order No. 55601-1133831-12

AND WHEN RECORDED MAIL TO:

Name Western Nevada Home Consortium
Nevada Development District
Street Address 3208 Goni Road, #183
City & State Carson City, NV 89706

SPACE ABOVE THIS LINE FOR RECORDER'S USE

A.P.N.: 1318-26-101-012

**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 day of **5th** by August, 2012

Lake Vista 1 Limited Partnership, a Nevada limited partnership

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

Western Nevada Home Consortium

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

WITNESSETH

THAT WHEREAS Lake Vista 1 Limited Partnership, a Nevada limited partnership has executed a Deed of Trust dated February 14, 2002 to The Trinity Housing Foundation, a Non-Profit Corporation as Trustee covering:

See Exhibit "A" attached hereto and made a part hereof for Legal Description

To secure a Note in the sum of \$706,983.00 and 215,000.00 dated February 14, 2002 in favor of Western Nevada Home Consortium which Deed of Trust was recorded February 21, 2002 in Docket/Book 202, Page 7049 or Instrument No. 0535208, of said County; and

WHEREAS, Owner has executed, or is about of execute, a Deed of Trust and Note in the sum of \$2,920,000.00, **(NOT TO EXCEED THIS AMOUNT)**, date August 15, 2012, in favor of United Security Bank, 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 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.
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 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

- (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 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;
- (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 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
- (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 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 IMPROVEMENT OF THE LAND.

Beneficiary
 Western Nevada Home Consortium
 BY: Jeffrey Page, Lyon County Manager

Owner:
 Lake Vista I Limited Partnership, a CA Ltd Ptnsp
 BY: Lake Vista Apartments, LLC General Partner

BY: _____
 Paul Owhadi, Managing Member

BY: _____
 Jack Riley, Managing Member

(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



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.
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 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

- (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 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;
- (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 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
- (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 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 IMPROVEMENT OF THE LAND.

Beneficiary
 Western Nevada Home Consortium
 BY: Jeffrey Page, Lyon County Manager

Owner:
 Lake Vista I Limited Partnership, a CA Ltd Ptnsp
 BY: Lake Vista Apartments, LLC General Partner
 BY: Paul Owhadi, Managing Member
 BY: Jack Riley, Managing Member

(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



Order No. 55601-1133831-12

NEVADA
STATE OF ~~CALIFORNIA~~
COUNTY OF Lyon

On August 9, 2012, before me, Maureen Willis

Notary Public, personally appeared Jeffery A. Page

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~~ **NEVADA** that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maureen Willis (Seal)



STATE OF CALIFORNIA
COUNTY OF _____

On _____, before me, _____

Notary Public, personally appeared _____

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

_____ (Seal)



Order No. 55601-1133831-12

NEVADA
STATE OF CALIFORNIA
COUNTY OF Lyon

On August 9, 2012, before me, Maureen Willis

Notary Public, personally appeared Jeffery A. Page

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~~ ^{NEVADA} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Maureen Willis (Seal)



STATE OF CALIFORNIA
COUNTY OF Los Angeles

On August 21, 2012, before me, CAROL CAVELLA

Notary Public, personally appeared PAUL OWHADI and JACK RILEY

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

Carol Cavella (Seal)





Exhibit A

PARCEL 1:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 26, TOWNSHIP 13 NORTH, RANGE 18 EAST, M.D.M., DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP #LDA 01-003 FOR LAKE VISTA I, L.P., RECORDED APRIL 13, 2001 IN BOOK 0401, PAGE 3184 AS INSTRUMENT NO. 512233 OF OFFICIAL RECORDS IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA.

PARCEL TWO:

A NON-EXCLUSIVE EASMENT FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS, PARKING AND INCIDENTAL PURPOSES AS CREATED BY THAT CERTAIN DECLARATION OF RECIPROCAL EASEMENTS RECORDED SEPTEMBER 27, 2001 IN BOOK 0901, PAGE 6642 AS INSTRUMENT NO. 523643 OF OFFICIAL RECORDS.

