

DOC # 816925  
01/24/2013 01:02PM Deputy: SG

OFFICIAL RECORD

Requested By:  
First American Title Mindel  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 6 Fee: \$19.00  
BK-113 PG-6948 RPTT: 0.00

A.P.N.: 1320-30-701-008  
File No: 143-2438833 (Rt)

When Recorded Return To:  
Mary McDonald Trustee  
491 Sierra Leaf Cir  
Reno, NV 89511



## 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 **Fourteen day of January, 2013**, by

**Clapanwig, LLC, a Nevada limited liability company**

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

**Mary C. McDonald, Trustee of the May 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, Owner has executed a Deed of Trust dated **May 4, 2012** to **First American Title Insurance Corporation**, as Trustee, covering:

A PORTION OF THE SOUTHEAST ¼ OF SECTION 30, TOWNSHIP 13 NORTH, RANGE 20 EAST, M.D.B. & M., AND FURTHER DESCRIBED AS:

PARCEL 1 OF PARCEL MAP FOR BREUER AND HARRISON, INC. FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON OCTOBER 26, 1990 IN BOOK 1090, PAGE 4256 AS DOCUMENT NO. 237650.

to secure a Note in the sum of **\$100,000.00**, dated **May 4, 2012**, in favor of **Mary C. McDonald, Trustee of the May C. McDonald Trust Agreement, dated April 15, 2005**, which Deed of Trust was recorded **May 10, 2012** in Book **512**, Page **2224**, or Instrument No. **802150**, of said County; and



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WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$1,500,000.00**, dated **January 15, 2013**, in favor of **Keith Storey and Elizabeth Storey**, 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 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



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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 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.**



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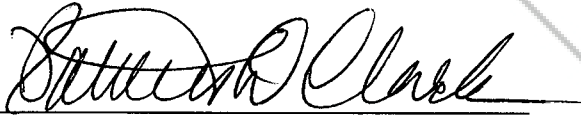
Date: **January 16, 2013**

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

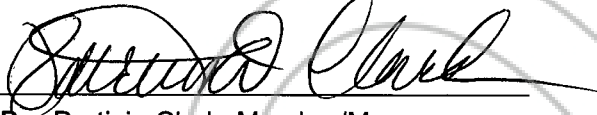
*IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.  
(CLTA SUBORDINATION FORM "A")*

OWNER:

Clapanwig, LLC, a Nevada limited liability company



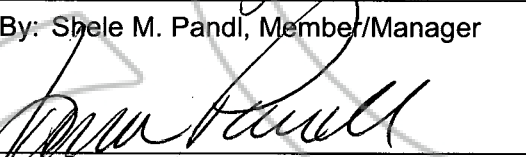
By: Patricia D. Clark, Manager



By: Patricia Clark, Member/Manager



By: Shele M. Pandl, Member/Manager



By: James Pandl, Member/Manager



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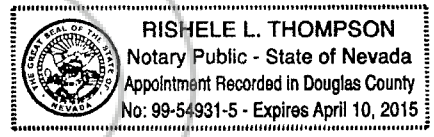
Date: **January 16, 2013**

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

This instrument was acknowledged before me on 1/24/13  
by

**Patricia D. Clark, Shele M. Pandl and James Pandl**

*Rishele L. Thompson*  
Notary Public



(My commission expires: ) 4/10/15

BENEFICIARY:

**Mary C. McDonald, Trustee**

By: *Mary C. McDonald*



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continued

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STATE OF NEVADA )  
: **ss.**

COUNTY OF  
~~DOUGLAS~~ Washoe  
*[Signature]*

This instrument was acknowledged before me on  
January 22, 2013 by  
**Mary C. McDonald** as  
Trustee of

*[Signature]*  
Notary Public

(My commission expires: Aug 1, 2016)

