

DOC # 829531
08/26/2013 12:12PM Deputy: AR
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 9 Fee: \$22.00
BK-813 PG-6768 RPTT: 0.00



A. P. Nos:
1320-33-210-065, 1320-33-210-066
1300-33-201-067, 1320-33-210-068

Escrow No. 1100455-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 August 22, 2013, 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 3, a California limited liability company, 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

8/21/13, 2013, recorded 8/22/13,



2013, in Book 813, on Page 607A, as Document No.

829352, 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 31 in Block D as shown on FINAL MAP PLANNED UNIT
DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE
IIA-1, recorded in the office of the Douglas County
Recorder, State of Nevada on June 18, 2013, in Book 613,
at Page 4667, as Document No. 825569, Official Records.

PARCEL 2:

Lot 32 in Block D as shown on FINAL MAP PLANNED UNIT
DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE
IIA-1, recorded in the office of the Douglas County
Recorder, State of Nevada on June 18, 2013, in Book 613,
at Page 4667, as Document No. 825569, Official Records.

PARCEL 3:

Lot 33 in Block D as shown on FINAL MAP PLANNED UNIT
DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE
IIA-1, recorded in the office of the Douglas County
Recorder, State of Nevada on June 18, 2013, in Book 613,
at Page 4667, as Document No. 825569, Official Records.

PARCEL 4:

Lot 34 in Block D as shown on FINAL MAP PLANNED UNIT
DEVELOPMENT PD 04-008 THE RANCH AT GARDNERVILLE PHASE
IIA-1, recorded in the office of the Douglas County
Recorder, State of Nevada on June 18, 2013, in Book 613,
at Page 4667, as Document No. 825569, Official Records.

to secure a note in the amount of \$242,000.00, 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 \$683,989.00, concurrently or substantially concurrently herewith (the "Lender's Deed of Trust"), in favor of COMPUTERIZED SCREENING, INC., a Nevada corporation, 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 3,
a California limited liability company

By

Its

[Signature]
Manager

OWNER:

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

By

By

[Signature]
Kenneth D. Hendrix,
Managing Member

[Signature]
Darci J. Hendrix,
Managing Member



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 3,
a California limited
liability company

By _____

Its _____

OWNER:

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

By *Kenneth D. Hendrix*
Kenneth D. Hendrix,
Managing Member

By *Darci J. Hendrix*
Darci J. Hendrix,
Managing Member



STATE OF)
) ss
COUNTY OF Sacramento)

This instrument was acknowledged before me on
August 23, 2013, by JAMES KASSIS as
MANAGER of/for GREEBANESE INVESTORS 3.

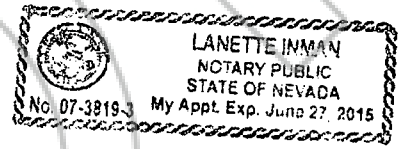
Patricia Scharlach
Notary Public



STATE OF Nevada)
) ss
COUNTY OF Carson City)

This instrument was acknowledged before me on
8/22, 2013, by KENNETH D. HENDRIX, as Managing
Member of KDH BUILDERS THE RANCH, LLC.

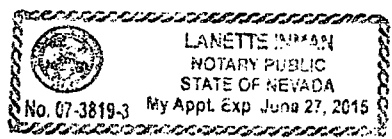
Lanette Inman
Notary Public



STATE OF Nevada)
) ss
COUNTY OF Carson City)

This instrument was acknowledged before me on
8/22/13, 2013, by DARCI HENDRIX, as Managing Member
of KDH BUILDERS THE RANCH, LLC.

Lanette Inman
Notary Public





STATE OF)
) ss
COUNTY OF)

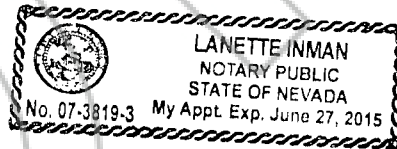
This instrument was acknowledged before me on _____, 2013, by _____ as _____ of/for GREEBANESE INVESTORS 3.

Notary Public

STATE OF Nevada)
) ss
COUNTY OF Carson City)

This instrument was acknowledged before me on 8/22, 2013, by KENNETH D. HENDRIX, as Managing Member of KDH BUILDERS THE RANCH, LLC.

Lanette Inman
Notary Public



STATE OF Nevada)
) ss
COUNTY OF Carson City)

This instrument was acknowledged before me on 8/22/13, 2013, by DARCI HENDRIX, as Managing Member of KDH BUILDERS THE RANCH, LLC.

Lanette Inman
Notary Public

