

DOUGLAS COUNTY, NV **2017-908224**
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\$35.00 Pgs=6 12/19/2017 09:05 AM
TICOR TITLE - GARDNERVILLE
KAREN ELLISON, RECORDER

RECORDING REQUESTED BY: WHEN

RECORDED MAIL TO:

Landsmith Appreciation Fund
1001 Marshall St. Suite 450
Redwood City, CA 94063

ESCROW NO: TITLE ORDER NO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION AGREEMENT

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 (this " Agreement"), made November 31, 2017, by **Dooston Gardnerville, LLC**, owner of the land hereinafter described and hereinafter referred to as "Owner," and

Landsmith Appreciation Fund, LLC, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary;"

WITNESSETH

THAT WHEREAS, **Dooston Gardnerville, LLC**

did execute that certain deed of trust (the "Landsmith Deed of Trust"), dated December , 7th 2017, to Chinook Trust

TICOR TITLE, a Nevada corporation as trustee, covering:

that certain real property in the State of Nevada, County of Douglas, described on Exhibit "A" attached hereto (the "**Property**")

to secure that certain Secured Promissory Note (the "Landsmith Note") in the amount of \$40,000, dated, August 30, 2017 in favor of Beneficiary, which Landsmith Deed of Trust was recorded as Instrument No. 2017-903360, on August 30, 2017, in Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust ("Lender's Deed of Trust") and note (the "Lender's Note") in the sum of \$1,800,000, dated November 22, 2017, in favor of Chinook Trust, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Lender's Deed of Trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that Lender's Deed of Trust shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to the lien or charge of the Landsmith Deed of Trust; 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 Property prior and superior to the lien or charge of the Landsmith Deed of Trust and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Landsmith Deed of Trust to the lien or charge of the Lender's Deed of Trust; 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 Property which is unconditionally prior and superior to the lien or charge of the Landsmith 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 Lender's Deed of Trust securing the Lender's 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 Landsmith Deed of Trust.
- (2) That Lender would not make its loan above described without this Agreement.
- (3) That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Landsmith Deed of Trust to the lien or charge of the Lender's Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust described herein, any prior agreement as to such subordination including, but not limited, those provisions, if any, contained in the Landsmith Deed of Trust, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that:

- (a) Beneficiary consents to the Lender's Note and Lender's Deed of Trust;
- (b) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Landsmith Deed of Trust in favor of the lien or charge upon said Property 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; and

- (c) An endorsement has been placed upon the Landsmith Note secured by the Landsmith Deed of Trust that said Landsmith Deed of Trust has by this instrument been subordinated to the lien or charge of the Lender's Deed of Trust.

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 PROPERTY.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Beneficiary


Owner

Landsmith Appreciation Fund, LLC,


Dooston Gardnerville, LLC,

By: Dooston Properties, LLC,
Managing Member

By:


James Breitenstein

By:


FRED J. MESSER

Title:

MUTUALIST

Title:

MANAGING MEMBER

OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Alameda)

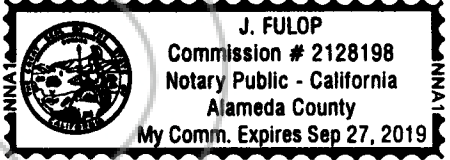
On November 30, 2017 before me, J. Fulop , Notary Public, personally appeared Fred J. Musser

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.

Signature J. Fulop



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

File No: _____

APN No: _____

STATE OF California)SS
COUNTY OF San Mateo)

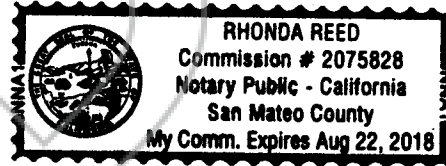
On 12/4/17 before me, Rhonda Reed, Notary Public, personally appeared

James Breitenstein
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.

Signature Rhonda Reed



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

File No: _____

APN No: _____

STATE OF California)SS
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.

Signature _____

Exhibit A

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 29, as shown on the Amended Final Map of COTTAGES AT CARSON VALLEY, PHASE 1, a Planned Development #PD 05-003-3, an Amendment of Heritage Nevada Senior Housing, a Planned Development #PD 05-003, recorded in the office of the Douglas County Recorder, State of Nevada, on June 20, 2017, as Document No. 2017-900311, Official Records.

COPY

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