

ST 93-05-0324 JD

### Subordination Agreement

**Note:** 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 interest placed upon said property as a result of the recordation of some other later instrument.

This agreement, made and entered into 1-25-93 by and between GORDON L. WADSWORTH and MICHELE L. WADSWORTH, husband and wife as joint tenants; the owners of that certain real property more particularly described as follows:

All of Lot Numbered Four (4) in Block Numbered Twenty-seven (27) in the Town of Panaca, County of Lincoln, State of Nevada.

Save and Except the West Half (W 1/2) of the South Half (S 1/2) of said Lot Four (4).

and who shall hereinafter be referred to as "Owner", and STANLEY GAFFIN, the present owner and holder of the beneficial interest under that certain Deed of Trust and Promissory Note hereinafter described and who shall hereinafter be referred to as "Beneficiary";

**That Whereas** GORDON L. WADSWORTH and MICHELE L. WADSWORTH, husband and wife, executed a Deed of Trust dated September 7, 1982 to FIRST AMERICAN TITLE CO. OF NEVADA, as Trustee in favor of JOSEPHINE G. BROWN and STANLEY GAFFIN, as beneficiary covering the hereinabove described real property to secure a promissory note dated September 7, 1982, in the amount of \$45,000.00, which deed of trust recorded October 13, 1982, in Book 52, Page 199, hereinafter referred to as "Deed of Trust";

**That Whereas** Owner has executed or is about to execute a deed of trust in approximate amount of \$102,000.00, dated June 11, 1993 in favor of NEVADA BANK & TRUST, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust was recorded June 11, 1993 in Book 106, Page 156, Lincoln County Official Records.

**And Whereas**, it is a condition precedent to obtaining said loan from Lender 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 first 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 agreements 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 deeds of trust or to another mortgage or mortgages.

**Beneficiary declares 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 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 made 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 but for said reliance upon this waiver, relinquishment and subordination; and

d) an endorsement has been placed upon the note secured by the 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 improvement of the land.

Lincoln County

OWNERS:

Gordon L. Wadsworth  
GORDON L. WADSWORTH

Michele L. Wadsworth  
MICHELE L. WADSWORTH

State of Nevada

County of ~~Clark~~ Lincoln

On June 25, 1993, personally appeared before me, a Notary Public, in and for said County and State, GORDON L. WADSWORTH and MICHELE L. WADSWORTH, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

G. Perry Wilson  
Notary Public

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G. PERRY WILSON  
Notary Public - Nevada  
LINCOLN COUNTY  
My appt. exp. July 30, 1995  
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BENEFICIARY:

Stanley Gaffin  
STANLEY GAFFIN

State of Nevada

County of ~~Clark~~ Lincoln

On June 25, 1993, personally appeared before me, a Notary Public, in and for said County and State, Stanley Gaffin, known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

Margaret H. Jones  
Notary Public

MARGARET H. JONES  
Notary Public - State of Nevada  
1211 East Flamingo, Lincoln County  
MY APPOINTMENT EXPIRES JULY 30, 1996

WHEN RECORDED MAIL TO:  
Nevada Bank & Trust  
P.O. Box 428  
Caliente, NV 89008

100621

NOTED AND RECORDED AT REGISTRY OF  
Dominick Belingeri  
July 16, 1993  
I 55 MINUTES LAST 9 O'CLOCK  
A.M. TELEBOOK 106 OF OFFICE  
RECORDS, PAGE 426 LINCOLN  
COUNTY, NEVADA.

Yuriko Setzer  
By Julie Bowen Deputy

BOOK 106 PAGE 428