

Submitted for Recordation By  
and Return To

**BA** Bank of America  
N.C.C.L.S. #5768, COLLATERAL  
SVCS.  
P.O. Box 2190  
RANCHO CORDOVA, CA 95741

Account No: 20030604255956994  
CAP ID No: 982811158210

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, made this 17th day of NOVEMBER, 1998, by FELIX H. MURRIN AND DIANE MURRIN, owner of the land hereinafter described and hereinafter referred to as "Owner", and BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH**

THAT, WHEREAS, FELIX H. MURRIN AND DIANE MURRIN, did execute a deed of trust dated JULY 21, 1997, to EQUITABLE DEED COMPANY, as trustee covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

to secure a note in the sum of \$36,000.00, dated JULY 21, 1997, in favor of BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, which deed of trust was recorded JULY 23, 1997, in book 129, page 290, as document no. 109432, Official Records of said County;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$36000.00, dated NOVEMBER 23, 1998, in favor of BANK OF AMERICA NT&SA, A NATIONAL BANKING ASSOCIATION, 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 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; and
- (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 not be subject to any other agreements as to such subordination, including, but not limited to,

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those provisions, if any, contained in the deed of trust first above-mentioned, which provides 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) 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 disbursement 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) 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 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.**

**Bank of America National Trust and Savings Association:**

*Kimberly A. Black*  
KIMBERLY A. BLACK, AUTHORIZED OFFICER

11/17/98  
Date

*Felix H. Murrin*  
FELIX H. MURRIN

11/24/98  
Date

*Diane Murrin*  
DIANE MURRIN

11-24-98  
Date

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

GENERAL ACKNOWLEDGEMENT

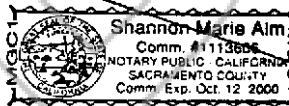
*See Attached*

STATE OF CALIFORNIA )  
COUNTY OF SACRAMENTO )SS

On November 17, 1998 before me, The Undersigned, a Notary Public in and for said State, personally appeared , personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Shannon Marie Alm*



STATE OF NEVADA )  
COUNTY OF Lincoln )SS

On Nov 24 1998 before me, The Undersigned, a Notary Public in and for said State, personally appeared Felix H. Morrison, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Felix H. Morrison*

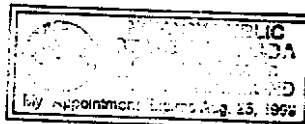


STATE OF NEVADA )  
COUNTY OF Lincoln )SS

On Nov 24, 1998 before me, The Undersigned, a Notary Public in and for said State, personally appeared Diane Morrison, personally known to me to be the person(s) whose name is/are subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Diane Morrison*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of CALIFORNIA  
County of SACRAMENTO  
On 11-17-98 before me, Shannon Marie Alm, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Kimberly A. Black  
Name(s) of Signer(s)

personally known to me - OR -  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.



WITNESS my hand and official seal.

Shannon Marie Alm  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

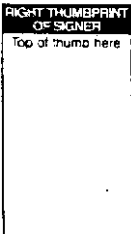
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer  
Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

COPY

NO. 111981  
FILED AND RECORDED AT REQUEST OF  
FIRST AMERICAN TITLE  
DECEMBER 8, 1998  
AT 23 MINUTES PAST 1 O'CLOCK  
PM IN BOOK 138 OF OFFICIAL  
RECORDS PAGE 479 LINCOLN  
COUNTY, NEVADA.  
YURIKO SETZER  
COUNTY RECORDER  
BY [Signature] DEPUTY

BOOK 138 PAGE 483