

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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 11TH day of AUGUST, 19 99, by

LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH, HUSBAND AND WIFE.

owner of the land hereinafter described and hereinafter referred to as "Owner," and DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP.

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH did execute a deed of trust, dated DECEMBER 3, 1996, to FIRST AMERICAN TITLE COMPANY OF NEVADA, as trustee, covering:

PARCEL NO. 1 AS SHOWN ON PARCEL MAP RECORDED FOR CHARLES E. WADSWORTH, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON JANUARY 22, 1996, AS FILE NO. 104675, LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 61 EAST.

EXCEPTING THEREFROM ALL MINES OF GOLD, SILVER, COPPER, LEAD, CINNABAR AND OTHER VALUABLE MINERALS THAT MAY EXIST IN THE W1/2SE1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 61 EAST, MDB&M, AS RESERVED BY THE STATE OF NEVADA IN PATENT RECORDED FEBRUARY 7, 1928, IN BOOK C-1, PAGE 400, REAL ESTATE RECORDS, LINCOLN COUNTY, NEVADA.

to secure a note in the sum of \$ 38,250.00, dated 11-15-96, in favor of DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH, which deed of trust was recorded DECEMBER 3, 1996, in book 122, page 469, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 57,126.85 dated August 17, 1999, in favor of NEVADA BANK, AND TRUST COMPANY, 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.

(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 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 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) 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.

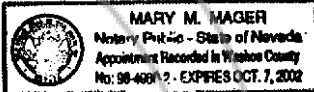
This document may be executed in counterparts and when all signed shall constitute one document.

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.

Donald Clayton Wadsworth
 DONALD CLAYTON WADSWORTH
Myrna Dell Wadsworth
 MYRNA DELL WADSWORTH Beneficiary

LAMONT CHARLES WADSWORTH

ANNETTE WADSWORTH Owner



STATE OF Nevada)
COUNTY OF Washoe) ss.

On August 20, 1999, personally appeared before me, a Notary Public,

DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH
who acknowledged that they executed the above instrument.

Mary M. Mager
NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) ss.

On _____, 1999, personally appeared before me, a Notary Public,

LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH
who acknowledged that they executed the above instrument.

NOTARY PUBLIC

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

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

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 11TH day of AUGUST, 1999, by

LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH, HUSBAND AND WIFE,

owner of the land hereinafter described and hereinafter referred to as "Owner," and DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP.

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH did execute a deed of trust, dated DECEMBER 3, 1996, to FIRST AMERICAN TITLE COMPANY OF NEVADA, as trustee, covering:

PARCEL NO. 1 AS SHOWN ON PARCEL MAP RECORDED FOR CHARLES E. WADSWORTH, FILED IN THE OFFICE OF THE COUNTY RECORDER OF LINCOLN COUNTY ON JANUARY 22, 1996, AS FILE NO. 104675, LOCATED IN A PORTION OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 61 EAST.

EXCEPTING THEREFROM ALL MINES OF GOLD, SILVER, COPPER, LEAD, CINNABAR AND OTHER VALUABLE MINERALS THAT MAY EXIST IN THE W1/2SE1/4 OF SECTION 19, TOWNSHIP 6 SOUTH, RANGE 61 EAST, MDB&M, AS RESERVED BY THE STATE OF NEVADA IN PATENT RECORDED FEBRUARY 7, 1928, IN BOOK C-1, PAGE 400, REAL ESTATE RECORDS, LINCOLN COUNTY, NEVADA.

to secure a note in the sum of \$ 39,250.00, dated 11-15-96, in favor of DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH, which deed of trust was recorded DECEMBER 3, 1996, in book 122, page 469, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 57,126.85 dated August 17, 1999, in favor of NEVADA BANK AND TRUST COMPANY, 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.

(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 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 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) 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.

This document may be executed in counterparts and when all signed shall constitute one document.

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.

DONALD CLAYTON WADSWORTH

Lamont Charles Wadsworth

LAMONT CHARLES WADSWORTH
Annette Wadsworth

ANNETTE WADSWORTH ^{Owner}

MYRNA DELL WADSWORTH
Beneficiary

STATE OF _____)
COUNTY OF _____) ss.

On _____, 1999, personally appeared before me, a Notary Public,

DONALD CLAYTON WADSWORTH AND MYRNA DELL WADSWORTH
who acknowledged that they executed the above instrument.

NOTARY PUBLIC

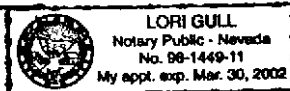
STATE OF Nevada)
COUNTY OF Lincoln) ss.

On 8-13, 1999, personally appeared before me, a Notary Public,

LAMONT CHARLES WADSWORTH AND ANNETTE WADSWORTH
who acknowledged that they executed the above instrument.

Lori Gull

NOTARY PUBLIC



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

COPY

No. 113268

FILED AND RECORDED AT REQUEST OF
First American Title
August 24, 1999
20 MINUTES PAST 11 O'CLOCK
AM IN BOOK 143 OF OFFICIAL
RECORDS PAGE 418 LINCOLN
COUNTY, NEVADA.

Leslie Boucher
COUNTY RECORDER

By Terrence Deputy