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FILED FOR RECORDING
AT THE REQUEST OF

First American Title

2004 JUL 12 PM 4 48

LINCOLN COUNTY RECORDER
FEE \$20.00 DEP
LESLIE BOUCHER

When Recorded Return to:

State Bank of Southern Utah
P.O. Box 340
Cedar City, UT 84721

Space Above 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 23rd day of June, 2004, by Eldon G. Crawford and Brenda Crawford, husband and wife as community property with right of survivorship

Owner of the land hereinafter described and hereinafter referred to as "Owner," and George C. Crawford, Trustee of the Crawford Family Trust present Owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Eldon G. Crawford and Brenda Crawford did execute a deed of trust, dated March 2, 1999 covering the following described property situated in Lincoln County, Nevada:

See Attachment A

to secure a note in the sum of \$284,500.00, dated March 2, 1999 in favor of George C. Crawford, Trustee of the Crawford Family Trust, which deed of trust was recorded March 2, 1999, in book 140 page 308, 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 \$203,249.00, dated June 23, 2004, in favor of State Bank of Southern Utah, 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OR WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Eldon G. Crawford
Eldon G. Crawford
Brenda Crawford
Brenda Crawford

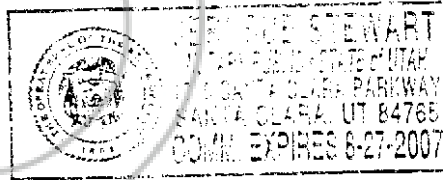
George C. Crawford
George C. Crawford, Trustee of the Crawford Family Trust

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF UTAH }
COUNTY OF Washington } ss.

On the 23 day of June 2004, A.D. 1999 personally appeared before me George C. Crawford the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

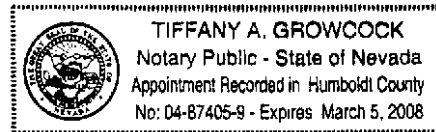
Jeri Sue Stewart
Notary Public



STATE OF NEVADA }
COUNTY OF HUMBOLT } ss.

On the 29th day of June, A.D. ²⁰⁰⁴1999 personally appeared before me Eldon G. Crawford and Brenda Crawford the signer(s) of the within instrument, who duly acknowledged to me that they executed the same.

Tiffany A. Growcock
Notary Public



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

EXHIBIT "A"

This Exhibit is attached to and made a part of that certain Deed of Trust dated June 23, 2004 by and between Eldon G. Crawford and Brenda Crawford, husband and wife as community property with right of survivorship, as Trustor and State Bank of Southern Utah as Beneficiary and as Lender. This attachment is for the purpose of describing Trustor's interest in the real property by legal description and water rights which is appurtenant to, or used in conjunction with this or other property. This description is not intended to limit in any way all of Trustor's rights, title, and interest which is conveyed to Beneficiary and Lender in the Revolving Credit Deed of Trust.

Real Estate described as:

See attached Exhibit "B"

In addition to the above described Real Property Trustor also conveys all rights, title, and interest in and to the following described Water Rights:

All water and well rights as described in attached Exhibit "C"

Exhibit "B"

All that real property situated in the County of Lincoln, State of Nevada, bounded and described as follows:

The Southeasterly part of the large ranch properties located in Dry Valley, Lincoln County, Nevada, on both sides of Mount Diablo Baseline in: (i) Sections 31, 32 and 34, Township 1 North, Range 69 East; and, (ii) Sections 2, 3, & 4, Township 1 South, Range 69 East (which properties are originally described in Book 17, Page 150 Exhibit A and Book 18, Page 233, and variously described in Book 65, Page 436, and Book 78, Pages 219 and 224, all in the Official Records of Lincoln County, Nevada) and which are depicted on the Record of Survey Map to Show Division Boundary of the Mathews-Crawford Ranch in Dry Valley, Lincoln County, Nevada in Sections 2, 3, 4, 5 & 6 of T.1S., R.69E.; Section 36, T.1N., R.68E.; and Sections 31, 32, 33 & 34, T.1N., R.69E., M.D.M. recorded January 5, 1999 as File No. 112126, in Plat Book B, at Page 180 of the Official Records of Lincoln County, Nevada, and more particularly described as follows:

PARCEL ONE:

Beginning at a point marked by a 5/8" rebar with cap stamped P.L.S. 12751 located on the Mount Diablo Baseline, from which the South quarter (S1/4) corner of Section 31, T.2N., R.69E. bears N.89°46'13"W., 520.43 feet marked by a B.L.M. Brass Cap marked "1/4 South 31, 1974";

Thence S.89°46'13"E., 797.89 feet along the said Baseline to the Southeast corner of the SW1/4 SE1/4 of Section 31, T.1N., R.69E.;

Thence North 1320 feet more or less to the Northeast corner of the SW1/4 SE1/4 of Section 31;

Thence East 2640 feet more or less to the Northwest corner of the SE1/4 SW1/4 Section 32, T.1N., R.69E.;

Thence South 1320 feet more or less to the Southwest corner of the SE1/4 SW1/4 Section 32;

Thence East 3040 feet more or less along the Mount Diablo Baseline to the Northwest corner of Lot 1 (located within the NE1/4 Section 4, T.1S., R.69E.);

Thence South 660 feet more or less along the West line of said Lot 1 to the Southwest corner of said Lot 1;

Thence East 2640 feet more or less to the Southeast corner of Lot 4 of Section 3 T.1S., R.69E.;

Thence North 660 feet more or less to the Northeast corner of said Lot 4 (located on the Mount Diablo Baseline);

Thence West 410 feet more or less along the said Baseline to the Southeast corner of the SW1/4 SW1/4 of Section 33, T.1N., R.69E.;

Thence North 1320 feet more or less to the Northeast corner of the SW1/4 SW1/4 of Section 33;

Thence West 3960 feet more or less to the Northwest corner of the SW1/4 SE1/4 of Section 32;

Thence North 1320 feet more or less to the Northeast corner of the NE1/4 SW1/4 of Section 32;

Thence West 1320 feet more or less to the Southeast corner of the SW1/4 NW1/4 of Section 32;

****Thence North 929.38 feet along the East line of the SW1/4 NW1/4 Section 32**;**

Thence S.56°43'07"W., 744.95 feet* at the Southeast corner of a concrete well pump base;

Thence S.56°11'13"W., 1837.92 feet*

Thence S.51°22'05"W., 1818.92 feet*;

Thence S.37°37'24"E., 261.41 feet*'

Thence S.03°43'51"W., 731.32 feet* on the said Baseline and the Point of Beginning**

*to a point marked by a 5/8 inch rebar with cap stamped P.L.S. 12751

**Distances and bearings within double asterisks are measured

Basis of Bearings of Measured lines in the North-South centerline of Section 31, Township 1 North, Range 69 East, M.D.M., which is South 00°26'30" West.

PARCEL TWO:

The Northeast Quarter of the Southwest Quarter (NE1/4 SW1/4) of Section 2, and Lot Three (3) and the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) of Section 3, in T.1S., R.69E., M.D.M., in Lincoln County, Nevada.

PARCEL THREE:

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section 34, T.1N., R.69E., M.D.M. and Lots Two (2) and Three (3) and the South Half of the Northwest Quarter (S1/2 NW1/4) of Section 2, and Lots One (1) and Two (2) and the South Half of the Northeast Quarter (S1/2 NE1/4) of Section 3, all in T.1S., R.69E., M.D.M. in Lincoln County, Nevada.

NOTE: The above metes and bounds legal description previously appeared in document recorded March 2, 1999 in Book 140, page 295 of Official Records as Document No. 112398 in the Office of the County Recorder, Lincoln County, Nevada.

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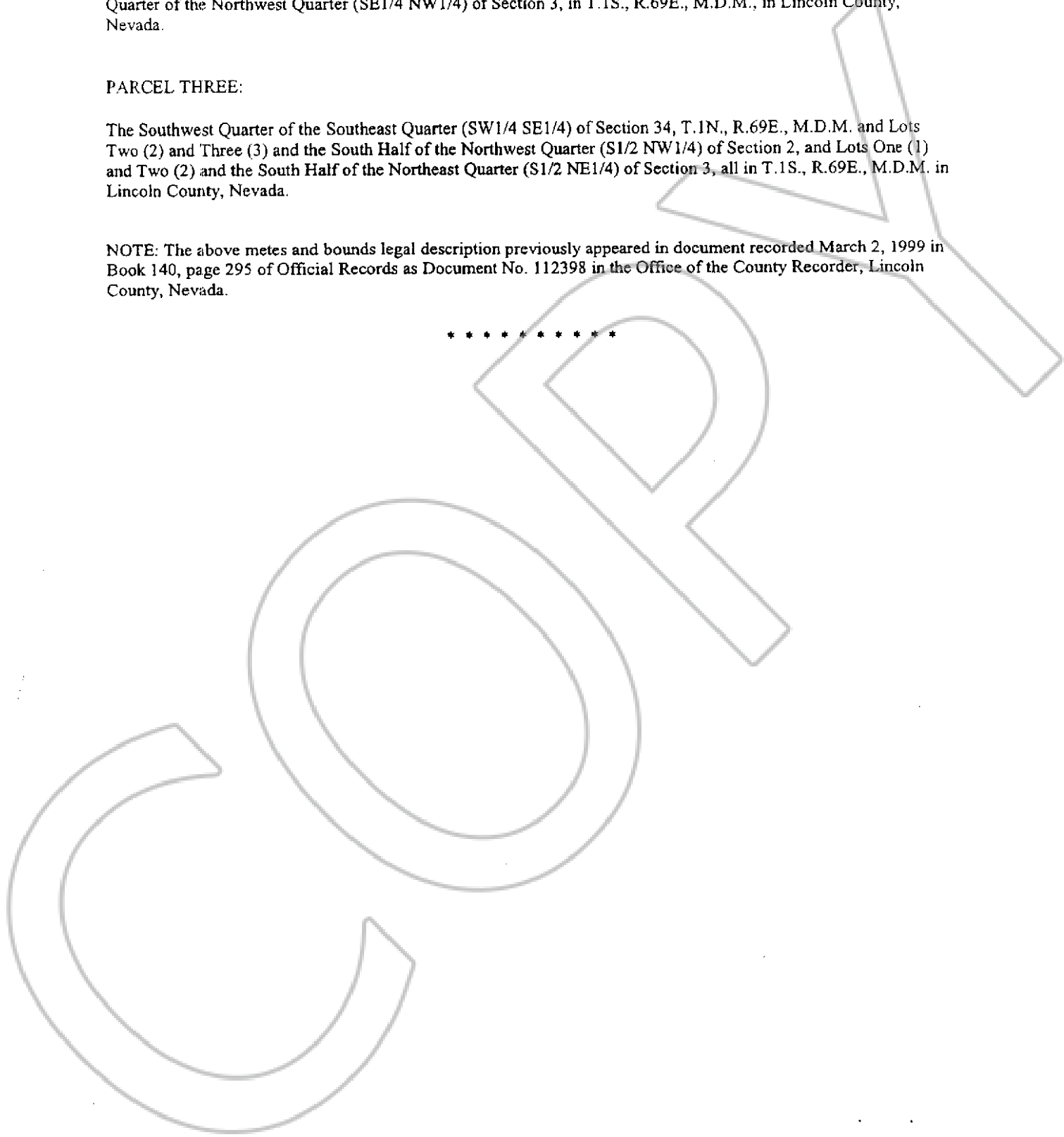


Exhibit "C"

PERMIT	CERTIFICATE	SECTION	SUBDIVISION	TOWNSHIP	RANGE	ACRES
22468	7898	32	SW1/4SE1/4	1N	69E	3.3 SUPPLEMENTAL
43770	15184	32	SW1/4SE1/4	1N	69E	27.5
43770	15184	32	SE1/4SE1/4	1N	69E	28.9
43770	15184	33	SW1/4SW1/4	1N	69E	14.8
43770	15184	34	LOT 8	1N	69E	0.6
43770	15184	4	LOT 2	1S	69E	6.9
43770	15184	4	LOT 1	1S	69E	11.0
43770	15184	3	LOT 4	1S	69E	16.8
43770	15184	3	LOT 3	1S	69E	19.2
37561	15183	3	LOT 3	1S	69E	18.2 SUPPLEMENTAL
37561	15183	3	SE1/4NW1/4	1S	69E	13.3 SUPPLEMENTAL
43770	15184	3	SE1/4NW1/4	1S	69E	13.3
43770	15184	3	LOT 2	1S	69E	16.8
37561	15183	3	LOT 2	1S	69E	16.8 SUPPLEMENTAL
22280	7596	3	LOT 2	1S	69E	4.9 INCLUDED IN PERMIT 37561
22280	7596	3	SW1/4NE1/4	1S	69E	1.5 INCLUDED IN PERMIT 37561
37561	15183	3	SW1/4NE1/4	1S	69E	9.3 SUPPLEMENTAL
43770	15184	3	SW1/4NE1/4	1S	69E	9.3
43770	15184	3	LOT 1	1S	69E	16.3
37560	15182	3	LOT 1	1S	69E	16.3 SUPPLEMENTAL
22280	7596	3	LOT 1	1S	69E	1.9 INCLUDED IN PERMIT 37560
22280	7596	3	SE1/4NE1/4	1S	69E	8.3 INCLUDED IN PERMIT 37560
37560	7596	3	SE1/4NE1/4	1S	69E	18.3
22280	7596	3	SE1/4NE1/4	1S	69E	8.5 INCLUDED IN PERMIT 37560
43770	15184	2	SW1/4NW1/4	1S	69E	15.5
37561	15183	2	SW1/4NW1/4	1S	69E	14.2 SUPPLEMENTAL
37561	15183	2	LOT 3	1S	69E	9.9 SUPPLEMENTAL
43770	15184	2	LOT 3	1S	69E	9.9
[DECREED	PROOF 01795]	2	LOT 3	1S	69E	8.0 INCLUDED IN PERMIT 43770
[DECREED	PROOF 01795]	2	SE1/4NW1/4	1S	69E	15.0 INCLUDED IN PERMIT 43770
37561	15183	2	SE1/4NW1/4	1S	69E	22.4 SUPPLEMENTAL
43770	15184	2	SE1/4NW1/4	1S	69E	22.4
43770	15184	2	LOT 2	1S	69E	8.0 INCLUDED IN DECREED PROOF 01795
37561	15183	2	LOT 2	1S	69E	8.0 SUPPLEMENTAL
[DECREED	PROOF 01795]	2	LOT 2	1S	69E	10.0
43771	15185	32	SW1/4NW1/4	1N	69E	15.2
24509	9259	32	SW1/4NW1/4	1N	69E	8.32 SUPPLEMENTAL
43771	15185	32	NW1/4SW1/4	1N	69E	18.5
43771	15185	32	NE1/4SW1/4	1N	69E	30.5
22469	7696	32	NE1/4SW1/4	1N	69E	27.3 SUPPLEMENTAL
22469	7696	32	SE1/4SW1/4	1N	69E	1.2 SUPPLEMENTAL
43771	15185	32	SE1/4SW1/4	1N	69E	13.7
43771	15185	31	NE1/4SE1/4	1N	69E	2.8
						TOTAL ACRES = 332