

APN: 06-291-26, 12-050-05, 06-401-03, 12-050-07
06-401-02, 12-050-04, 06-291-09,

FILED FOR RECORDING
AT THE REQUEST OF

Cow County Title

2005 MAR 18 PM 4 30

LINCOLN COUNTY RECORDED
FEE 20.00 DEP cu
LESLIE BOUCHER

RECORDING REQUESTED BY:
Western Title Company, Inc.

WHEN RECORDED MAIL TO:

Name Western Title Co
Street 401 S. Bridge Street
Address
City, State Winnemucca, NV 89445
Zip

Order No. 00018323-301- BAL

(SPACE ABOVE THIS LINE FOR RECORDERS 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 March, 2005 by Eldon G. Crawford and Brenda Crawford 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, Owner has executed a Deed of Trust, dated March 2, 1999, to FIRST AMERICAN TITLE COMPANY OF NEVADA, a Nevada corporation, as Trustee, covering:

See Exhibit A attached hereto and made a part hereof.

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 at Page 308, Document No. 112400, 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 \$1,000,000.00, dated March 11, 2005, in favor of Eugene Sand and Gravel, as to a 25% interest; Chikako Sato Revocable Living Trust Dated December 17, 2004, as to a 25% interest; Gordon Gallic, as to a 20% interest; Rex Balleger, as to a 10% interest; Howard Ballenger, as to a 10%

interest and Karen Waskow, as to a 10% interest, 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 herein before 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 herein before 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;

consideration of, this waiver, relinquishment and subordination specific loans and advances 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

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(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.

George C. Crawford
GEORGE C. CRAWFORD, TRUSTEE OF THE CRAWFORD FAMILY TRUST
Beneficiary

, Beneficiary

Eldon G. Crawford
ELDON G. CRAWFORD, Owner

Brenda Crawford
BRENDA CRAWFORD, Owner

(All signatures must be acknowledged)
Form Furnished By Western Title Company, Inc.

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

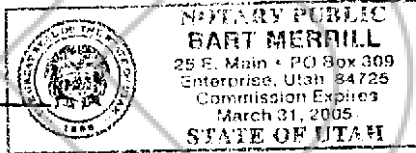
Subordination Agreement – Page 4

STATE OF Utah
COUNTY OF Washington } ss

This instrument was acknowledged before me on
March 11, 2005

by GEROGE C. CRAWFORD, TRUSTEE OF
THE CRAWFORD FAMILY TRUST

Bart Merrill
Notary Public



STATE OF NEVADA
COUNTY OF Humboldt } ss

This instrument was acknowledged before me on
March 14, 2005

by ELDON G. CRAWFORD AND BRENDA C.
CRAWFORD

Betty Lawrence
Notary Public



EXHIBIT "A"
LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of LINCOLN, 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, 33, and 34, Township 1 North, Range 69 East; and (ii) Sections 2, 3, and 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, and 6 of Township 1 South, Range 69 East; Section 36, Township 1 North, Range 68 East; and Sections 31, 32, 33, and 34, Township 1 North, Range 69 East, 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, Township 1 North, Range 69 East bears North 89°46'13" West, 520.43 feet marked by a B.L.M. Brass Cap marked "1/4 South 31, 1974"; thence South 89°46'13" East, 797.89 feet along the said Baseline to the Southeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 31, Township 1 North, Range 69 East; thence North 1320 feet more or less to the Northeast corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 31; thence East 2640 feet more or less to the Northwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 32, Township 1 North, Range 69 East; thence South 1320 feet more or less to the Southwest corner of the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 32, thence East 3040 feet more or less along the Mount Diablo Baseline to the Northwest corner of Lot 1 (located within the Northeast Quarter (NE1/4) of Section 4, Township 1 South, Range 69 East; thence South 660 feet more or less along the West line of said Lot 1 to the Southwest corner of said Lot 1;

Continued on next page

thence East 2640 feet more or less to the Southeast corner of Lot 4 of Section 3, Township 1 South, Range 69 East; 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 Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33, Township 1 North, Range 69 East; thence North 1320 feet more or less to the Northeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 33; thence West 3960 feet more or less to the Northwest corner of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 32; thence North 1320 feet more or less to the Northeast corner of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 32; thence West 1320 feet more or less to the Southeast corner of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 32; **thence North 929.38 feet along the East line of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 32*; thence South 56°43'07" West, 744.95 feet* at the Southeast corner of a concrete well pump base; thence South 56°11'13" West, 1837.92 feet*; thence South 51°22'05" West, 1818.92 feet*; thence South 37°37'24" East, 261.41 feet*; thence South 03°43'51" West, 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 asterics are measured

Basis of Bearings of Measured lines is 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 (NE1/4) of the Southwest Quarter (SW1/4) of Section 2, and Lot Three (3) and the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 3, in Township 1 South, Range 69 East, M.D.M., in Lincoln County, Nevada.

Continued on next page

PARCEL THREE

The Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of Section 34, Township 1 North, Range 69 East, M.D.M. and Lots Two (2) and Three (3) and the South Half (S1/2) of the Northwest Quarter (NW1/4) of Section 2, and Lots One (1) and Two (2) and the South Half (S1/2) of the Northeast Quarter (NE1/4) of Section 3, all in Township 1 South, Range 69 East, 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.

ASSESSOR'S PARCEL NUMBER FOR 2004 - 2005: 06-291-26
06-401-02
12-050-04
12-050-05
12-050-07
06-291-09
06-401-03