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FILED FOR RECORDING
AT THE REQUEST OF

A.P.N.: 011-200-19
File No: 152-2267095 (MJ)

First American Title

2006 APR 10 PM 2 28

When Recorded Return To:
Nevada Bank & Trust Co.
P. O. Box 300
Alamo, NV. 89001

LINCOLN COUNTY RECORDER
FEE \$8.00 DEPA
LESLIE BOUCHER

SUBORDINATION AGREEMENT

(EXISTING TO NEW)

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 **Fourth day of April, 2006**, by

E. Edwin Higbee, Jr. and Kristine H. Higbee, husband and wife

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

Nevada Bank & Trust Company

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 **August 26, 2005** to **First American Title Company of Nevada**, as Trustee, covering:

A PORTION OF LAND SITUATE IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER (SW 1/4) OF SECTION 32, TOWNSHIP 6 SOUTH, RANGE 61 EAST, M.D.B. & M. DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32; RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER A DISTANCE OF 450 FEET; THENCE RUNNING AT RIGHT ANGLES NORTH A DISTANCE OF 300 FEET; THENCE RUNNING AT RIGHT ANGLES WEST A DISTANCE OF 450 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE RUNNING SOUTH A DISTANCE OF 300 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE METES AND BOUNDS APPEARED PREVIOUSLY ON THE DOCUMENT RECORDED OCTOBER 03, 1990 IN BOOK 92, PAGE 475 AS INSTRUMENT NUMBER 95130.

to secure a Note in the sum of **\$888,602.45**, dated **August 26, 2005**, in favor of **Nevada Bank & Trust Company**, which Deed of Trust was recorded **August 26, 2005** in Book **205**, Page **372**, or Instrument No. **125095**, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$50,000.00**, dated April 5, 2006, **2006**, in favor of **Rural Nevada Development Corp.**, 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 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 Deed 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 wavier, 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 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 THE IMPROVEMENT OF THE LAND.**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO. (CLTA SUBORDINATION FORM "A")

OWNER:

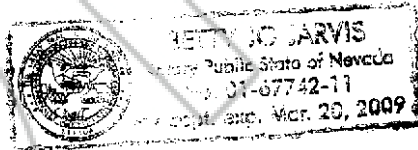
E. Edwin Higbee Jr.
E. Edwin Higbee Jr.

Kristine H. Higbee
Kristine H. Higbee

STATE OF NEVADA)
: ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on April 5th 2006 by E. Edwin Higbee, Jr. and Kristine H. Higbee.

Betty Jo Jarvis
Notary Public



(My commission expires: March 20, 2009)

BENEFICIARY:

Nevada Bank & Trust Company

By: Curtis J. [Signature]

STATE OF NEVADA)
 : ss.
COUNTY OF LINCOLN)

This instrument was acknowledged before me on

April 5th 2006 by
Cathy T. Maloy as
Customer service rep. of
Nevada Bank & Trust Company.

Betty Jo Jarvis
Notary Public

(My commission expires: March 20, 2009
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