



**RECORDING REQUESTED BY**  
First American Title Insurance Company  
National Commercial Services

**AND WHEN RECORDED MAIL DOCUMENT  
AND TAX STATEMENT TO:**  
The Pickett Family Trust  
1270 S. Cedar Bluff  
Cedar City, UT 84720

Space Above This Line for Recorder's Use Only

A.P.N.: 004-031-05

File No.: NCS-516564-HHLV (mf)

**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 Ninth day of December, 2011, by

Alamo RV Park, LLC, a Nevada limited liability company

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

Dean L. Pickett, Successor Trustee of The Pickett Family Trust dated May 25, 1999

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 July 9, 2010 to First American Title Insurance  
Company, as Trustee, covering:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION  
5, TOWNSHIP 7 SOUTH, RANGE 61 EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT THREE (3) IN BLOCK FORTY-FOUR (44) OF PLOT "A" OF  
ALAMO TOWNSITE; THENCE EAST A DISTANCE OF 141.8 FEET TO A POINT, SAID POINT BEING THE TRUE  
POINT OF BEGINNING; THENCE CONTINUING EAST A DISTANCE OF 354.2 FEET TO A POINT; THENCE IN A  
NORTH-EASTERLY DIRECTION A DISTANCE OF 496 FEET TO A POINT, THENCE WEST 334 FEET TO A POINT;  
THENCE SOUTH 483 FEET TO A POINT, SAID POINT BEING THE TRUE POINT OF BEGINNING.



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NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED JUNE 22, 1999 IN BOOK 142, PAGE 359 OF OFFICIAL RECORDS AS INSTRUMENT NO. 112966.

EXCEPTING THEREFROM THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 7 SOUTH, RANGE 61 EAST MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT THREE (3) IN BLOCK FORTY-FOUR (44) OF PLOT "A" OF ALAMO TOWNSITE, THENCE RUNNING EAST 141.8 FEET TO A POINT, THENCE CONTINUING EAST 354.2 FEET, THENCE RUNNING IN A NORTHEASTERLY DIRECTION 248, FEET TO THE TRUE POINT OF BEGINNING, THENCE CONTINUING NORTHEASTERLY 248 FEET, THENCE RUNNING WEST 334 FEET, THENCE SOUTH 241.5 FEET, THENCE RUNNING EAST 344.1 FEET TO THE TRUE POINT OF BEGINNING, AND BEING THE NORTHERLY ONE-HALF (1/2) OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE GRANTORS HEREIN BY MARY E. DAVENPORT, ON JULY 1, 1971, AND RECORDED IN BOOK 2 OF OFFICIAL RECORDS AT PAGE 264, L.C. RECORDS.

NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED AUGUST 25, 1971 IN BOOK 2, PAGE 382, AS INSTRUMENT NO. 50710.

NOTE: PRIOR TO THE ISSUANCE OF ANY POLICY OF TITLE INSURANCE A PROPERLY ENGINEERED LEGAL DESCRIPTION MUST BE SUBMITTED TO THE TITLE DEPARTMENT FOR REVIEW.

to secure a Note in the sum of \$142,000.00, dated July 9, 2010, in favor of Dean L. Pickett, Successor Trustee of The Pickett Family Trust dated May 25, 1999, which Deed of Trust was recorded July 16, 2010 in Book 257, Page 0104, or Instrument No. 0136132, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$109,000.00, dated December 9, 2011, in favor of Rural Nevada Development Corporation, 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:



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- (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 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:



0140180

Book 268  
Page 531

12/20/2011  
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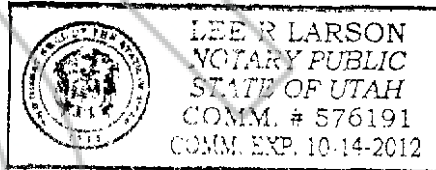
Alamo RV Park, LLC, a Nevada limited liability  
company

Kyle H Pulsipher Manager  
By: Kyle H. Pulsipher, Manager

STATE OF Utah )  
  ) : ss.  
COUNTY OF Iron )

This instrument was acknowledged before me on Dec 12, 2011 by Kyle H. Pulsipher, manager  
of Alamo RV Park, LLC, a Nevada limited liability company.

Lee R Larson  
Notary Public  
(My commission expires:  
10-14-2012)



Lee R Larson  
No. 576191  
Expires 10-14-2012



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Date: **December 09, 2011**

BENEFICIARY:

Dean L. Pickett, Successor Trustee of The Pickett Family Trust dated May 25, 1999

By: *Dean L. Pickett*  
Dean L. Pickett, Successor Trustee

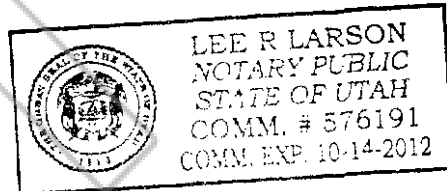
STATE OF Utah )

:ss.

COUNTY OF Fron )

This instrument was acknowledged before me on  
Dec 12, 2011 by Dean L. Pickett,  
Successor Trustee of The Pickett Family Trust dated May 25, 1999

*Lee R. Larson*  
Notary Public



(My commission expires: 10-14-2012)

Lee R. Larson  
No. 576191