

File No.19775.

THE FIRST NATIONAL BANK OF WINNEMUCCA, NEVADA,)
to) SUBORDINATION AGREEMENT.
REGIONAL AGRICULTURAL CREDIT CORPORATION, of)
Salt Lake City, Utah.)

AGREEMENT BETWEEN THE RECEIVER OF THE FIRST NATIONAL BANK OF WINNEMUCCA, WINNEMUCCA, NEVADA AND REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH, SUBORDINATING LIENS.

THIS AGREEMENT, made this 20th day of February, 1934, by and between H.A. STREETER as the RECEIVER of the FIRST NATIONAL BANK OF WINNEMUCCA, WINNEMUCCA, NEVADA as First Party; and the REGIONAL AGRICULTURAL CREDIT CORPORATION OF SALT LAKE CITY, UTAH, as Second Party:

WITNESSETH:

THAT WHEREAS: PEDRO AND JUANITA CORTA of Elko, State of Nevada, did make and deliver to the FIRST NATIONAL BANK OF WINNEMUCCA a mortgage or mortgages upon certain Chattel property, to secure a certain obligation or obligations of said PEDRO AND JUANITA CORTA to the said Bank, which said mortgage is recorded as follows:

Mortgage dated the 23rd day of November, 1921, recorded in Book B of Chattel Mortgages, beginning at page 234 thereof, of the records of Eureka County, Nevada; Document Number 14760; and

WHEREAS: THE Second Party has made or is about to make a loan to said PEDRO AND JUANITA CORTA, secured by a Real and Chattel mortgage upon certain property of said PEDRO AND JUANITA CORTA upon the understanding that the said last mentioned mortgage shall become a first lien upon the said mortgaged property; and

WHEREAS: The said PEDRO AND JUANITA CORTA is indebted to the said Bank and the Receiver thereof, in an amount exceeding (\$29,512.00) Dollars; and

WHEREAS: It has been agreed between the First Party and the said Second Party that Twenty-nine Thousand Five Hundred Twelve and 00/100 (\$29,512.00) Dollars of the money so loaned by said Second Party shall be paid to the First Party, or his order, and the amount of such payment credited upon the note, notes or other obligations heretofore given by said PEDRO AND JUANITA CORTA to said Bank, and that the said First Party shall waive his and said Bank's prior lien upon the property of said PEDRO AND JUANITA CORTA, in favor of the said Second Party, and agree that the lien or liens upon the mortgage or mortgages given by said PEDRO AND JUANITA CORTA to the said Bank and now held by the First Party shall be subordinate and secondary to the lien of the said mortgage of the Second Party;

NOW, THEREFORE, In consideration of the premises and of the payment to him as Receiver, or to his order as Receiver, of the sum of Twenty-nine Thousand Five Hundred Twelve & 00/100 (\$29,512.00) Dollars, which said payment and the receipt thereof is hereby acknowledged, the First Party does hereby waive his lien or liens as such Receiver, and the lien or liens of said Bank upon the property of said PEDRO AND JUANITA CORTA, in favor of the Second Party, and does consent and agree with said Second Party that the lien of the mortgage given, or to be given, by said PEDRO AND JUANITA CORTA to said Second Party, whether for present or further advances, or other sums secured by such mortgage or any extensions or renewals thereof, shall be prior to any lien or liens of the First Party or of the said Bank, upon the property so mortgaged, and that the lien of the First Party and/or of said Bank is and shall be subordinate and secondary to that of the Second Party.

The above Waiver, Agreement and Consent is made by the First Party upon the express condition that in so far as the lien of the First Party and of said Bank is affected thereby, the said "further advances" shall be limited by the limitation placed upon the principal amount thereof named in said mortgage, and that by the words, "other sums secured by said mortgage" is meant such sums only as may be expended under the terms of said mortgage by the Second Party in liquidation of the debt secured thereby, and the costs and legal expenses and attorneys' fees in connection with any suit to foreclose said mortgage.

THIS AGREEMENT shall be binding upon and inure to the benefit of the successors in interest and assigns of the respective parties.

IN WITNESS WHEREOF, The First Party has hereunto subscribed his name as Receiver of THE FIRST NATIONAL BANK OF WINNEMUCCA, WINNEMUCCA, NEVADA this 20th day of February, 1934.

H.A. Streeter, Receiver
THE FIRST NATIONAL BANK OF WINNEMUCCA,
WINNEMUCCA, NEVADA.

STATE OF NEVADA)
)ss.
County of Humboldt.)

On this 20th day of February 1934, before me, a NotaryPublic in and for said county and state, personally appeared H.A.Streeter, known to me to be the person who as Receiver for the FIRST NATIONAL BANK OF WINNEMUCCA, WINNEMUCCA, NEVADA signed and executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein stated, and as the Receiver for said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year in this certificate first above written.

(Notarial Seal)
My commission Expires Sept. 27, 1937.

Geo. S. Hoskins
Notary Public in and for the County of
Humboldt, State of Nevada.

STATE OF NEVADA,)
)ss.
COUNTY OF EUREKA.)

I hereby certify that this instrument was filed for record at the request of D.Eugene Livingston at 50 minutes past 4 o'clock P.M., this 18th day of Apr., A.D., 1934, in my office and duly recorded in Book E of Miscellaneous at page 44.

Peter Merialdo----Recorder.