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WHEN RECORDED MAIL TO:

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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 February, 1975, by
BURKE PETERSEN and YVONNE PETERSEN, his wife

owner of the land hereinafter described and hereinafter referred to as "Owner," and
DONALD C. ENTZ, Individual and Executor of the Estate of J. W. ENTZ,
deceased; A. BOYD CLEMENTS, T. C. ANDERSON and PATSY ANDERSON, doing
business as EUREKA RANCH COMPANY, a partnership
present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, BURKE PETERSEN and YVONNE PETERSEN
did execute a deed of trust, dated June 1, 1974, to FIRST COMMERCIAL TITLE, INC.,
as trustee, covering:

as per Exhibit "A" attached

to secure a note in the sum of \$ 600,000.00, dated June 1, 1974, in favor of DONALD C.
ENTZ, individual and Executor of Estate of J.W. ENTZ et al, which deed of trust was
recorded June 21, 1974, in book 48 page 365, Official Records of Eureka
County, Nevada, 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 _____, in favor of THE TRAVELERS INSURANCE COMPANY
hereinafter referred to as "Lender," payable with interest and upon the terms and conditions de-
scribed 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 specifi-
cally 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 re-
ceipt 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, 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 OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



DONALD C. ENTZ, individually



DONALD C. ENTZ, Executor of Estate
of J. W. ENTZ, deceased



BURKE PETERSEN



YVONNE PETERSEN, Owner

(ALL SIGNATURES MUST BE ACKNOWLEDGED)


A. BOYD CLEMENTS


T. C. ANDERSON


PATSY ANDERSON

EUREKA RANCH COMPANY

BY 

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")

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 11th day of Feb, 1975, by DONALD C. ENTZ, individually, and as Executor of the Estate of J. W. Entz, deceased.

Ronald C. Entz
Notary Public

My commission expires: _____

STATE OF ARIZONA)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 25th day of Dec, 1975, by DONALD C. ENTZ, A. BOYD CLEMENTS and PATSY ANDERSON, as partners of EUREKA RANCH COMPANY.

Ronald C. Entz
Notary Public

My commission expires: _____

STATE OF WYOMING)
County of Platte) ss.

On this 18th day of February, 1975, before me, the undersigned Notary Public, personally appeared T. C. ANDERSON, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged that he executed the same for the purposes therein contained as partner of EUREKA RANCH COMPANY.

Eleonor Page
Notary Public

My commission expires: _____
My Commission Expires December 31, 1977

STATE OF NEVADA,)
COUNTY OF ELKO) ss.

On March 4, 1975, personally appeared before me, a Notary Public, BURKE PETERSEN and YVONNE PETERSEN, who acknowledged that they executed the foregoing instrument.

Doris A. Barone
Notary Public

DORIS A. BARONE
Notary Public - State of Nevada
Elko County, Nevada
Commission Expires Sept. 24, 1977

D E S C R I P T I O N

All that certain lot, piece or parcel of land situate in the County of Nye and County of Eureka, State of Nevada, more particularly described as follows:

PARCEL I - NYE COUNTY

TOWNSHIP 14 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 23: W1/2SE1/4

TOWNSHIP 14 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 10: N1/2NE1/4

Section 11: N1/2NW1/4

Section 24: W1/2SW1/4; NE1/4SW1/4; NW1/4SE1/4

TOWNSHIP 15 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 23: SW1/4NE1/4

Section 28: NE1/4NW1/4

EXCEPTING from the W1/2SE1/4 of Section 23, Township 14 North, Range 48 East, MDB&M., and the SW1/4NE1/4 of Section 23 and the NE1/4NW1/4 of Section 28, Township 15 North, Range 53 East, MDB&M., an undivided 1/6 of all minerals, oil, gas, and hydrocarbon substances, as granted to JOHN L. BROWN by Deed recorded February 20, 1954 in Book 56 of Deeds, page 70.

ALSO EXCEPTING from the W1/2SE1/4 of Section 23, Township 14 North, Range 48 East, MDB&M., and the SW1/4NE1/4 of Section 23, and the NE1/4NW1/4 of Section 28, Township 15 North, Range 53 East, MDB&M., an undivided 23 1/3 interest in and to all oil, gas, hydrocarbon substances within said land, as granted to SAM RUDNICK by Deed recorded March 11, 1957 in Book 18 of Official Records at page 190.

ALSO EXCEPTING from the W1/2SE1/4 of Section 23, Township 14 North, Range 48 East, MDB&M., and the SW1/4NE1/4 of Section 23 and the NE1/4NW1/4 of Section 28, Township 15 North, Range 53 East, MDB&M., an undivided 40% interest in and to all mineral rights, including, but not limited to "crude oil", petroleum, gas, brea, asphaltum, or any kindred substance with and underlying as reserved in the Deed executed by EUREKA LIVESTOCK COMPANY recorded June 2, 1958 in Book 25 of Official Records at page 482

EUREKA COUNTY

TOWNSHIP 16 NORTH, RANGE 53 EAST, M.D.B.&M.

Section 7: SE1/4NE1/4
Section 8: E1/2; NW1/4NW1/4; S1/2NW1/4; N1/2SW1/4; SE1/4SW1/4
Section 9: NE1/4NE1/4; S1/2NE1/4; NW1/4NW1/4; S1/2NW1/4; S1/2
Section 10: N1/2; N1/2S1/2; SW1/4SE1/4; S1/2SW1/4
Section 11: S1/2NE1/4; NW1/4; N1/2SW1/4
Section 12: N1/2

TOWNSHIP 16 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 6: S1/2SW1/4
Section 7: Lots 1 & 2 of the NW1/4

TOWNSHIP 17 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 24: Homestead Entry No. 174, comprising Tracts "A" and "B", embracing a portion of, approximately Section 24 in Township 17 North of Range 49 East of the Mount Diablo Meridian, Nevada, more particularly bounded and described as follows:

Beginning for the description of Tract "A" at corner No. 1, identical with the Southwest corner to Section 19 in Township 17 North, Range 50 East of the Mount Diablo Meridian; thence, North 87° West 43.66 chains to Corner No. 2; thence, North 2°40' West 3.44 chains to Corner No. 3; thence North 73°35' East 22.53 chains to Corner No. 4; thence, South 63°30' East 10.92 chains to corner No. 5; thence, South 84°24' East 12.41 chains to Corner No. 6; thence, South 0°4' East 5.98 chains to Corner No. 1, the place of beginning.

Beginning for the description of Tract "B" at Corner No. 7, from which Corner No. 2 of said Tract "A" bears South 87° East 50 links distant; thence North 87° West 27.75 chains to Corner No. 8; thence, North 39°12' East 12.76 chains to Corner No. 9; thence North 39°29' West 16.96 chains to Corner No. 10; thence North 47° East 4.48 chains to Corner No. 11; thence, South 33°44' East 4.99 chains to Corner No. 12; thence, South 48°30' East 30.75 chains to Corner No. 13; thence North 73°35' East 1.24 chains to Corner

No. 14; thence South 2°40' East 3.28 chains to Corner No. 7; the place of beginning, containing in the aggregate 61.83 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

TOWNSHIP 17 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 7 & 8: Described more particularly as follows: Beginning at Corner No. 1 from which the quarter corner to Sections 8 and 9 in Township 17 North of Range 50 East of the Mount Diablo Meridian bears North 82°35' East 57.53 chains distant; thence South 73°52' West 17.72 chains to Corner No. 2; thence North 76°18' West 27.40 chains to Corner No. 3; thence South 66°29' West 3.30 chains to Corner No. 4; thence North 76°43' West 30.88 chains to Corner No. 5; thence North 56°9' East 5.40 chains to Corner No. 6; thence South 79°52' East 55.00 chains to Corner No. 7; thence North 76°59' East 15.21 chains to Corner No. 8; thence South 37°41' East 5.41 chains to Corner No. 1, the place of beginning; containing 35.65 acres, according to the official plat of the Survey of said land, returned to the General Land Office by the Surveyor-General.

Section 19: Lot 4; SE1/4SW1/4
Section 29: N1/2NW1/4; W1/2NE1/4
Section 30: NE1/4NW1/4; N1/2NE1/4; E1/2SW1/4; N1/2SE1/4
Section 31: W1/2NE1/4; NE1/4NE1/4

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 25: N1/2NE1/4

TOWNSHIP 18 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: SW1/4NE1/4; NW1/4SE1/4
Section 30: NW1/4NE1/4; NE1/4NW1/4

TOWNSHIP 18 NORTH, RANGE 51 EAST, M.D.B.&M.

Section 18: W1/2NE1/4; E1/2NW1/4; W1/2SE1/4; SW1/4
Section 19: NW1/4NE1/4; W1/2; W1/2SE1/4
Section 30: N1/2; N1/2S1/2

TOWNSHIP 18 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 18: SE1/4NW1/4; NE1/4SW1/4; NW1/4SE1/4; S1/2SE1/4;
Lot 2

Section 19: NE1/4; SE1/4NW1/4; N1/2SE1/4
Section 20: W1/2NW1/4; N1/2SW1/4; SE1/4NW1/4; Lot 1

EXCEPTING from all of those parcels shown in Township 18 North, Range 54 East, MDB&M., except the NE1/4NE1/4 of Section 19, the SE1/4NW1/4, Lot 1, NW1/4NW1/4 and the NE1/4SW1/4 of Section 20, all the coal and other minerals as reserved in Patent executed by the UNITED STATES OF AMERICA recorded August 17, 1932 in Book 21 of Deeds at page 89, Eureka County, Nevada records.

TOWNSHIP 19 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 16: W1/2NE1/4; E1/2NW1/4; SW1/4NW1/4; NW1/4SW1/4
Section 17: SE1/4NE1/4; NE1/4SE1/4

WHITE PINE COUNTY

TOWNSHIP 17 NORTH, RANGE 54 EAST, M.D.B.&M.

Section 1: NW1/4SW1/4

LANDER COUNTY

TOWNSHIP 29 NORTH, RANGE 43 EAST, M.D.B.&M.

Section 35: N1/2NE1/4; SW1/4NE1/4

TOWNSHIP 30 NORTH, RANGE 43 EAST, M.D.B.&M.

Section 36: SE1/4

PARCEL II - EUREKA COUNTY

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 14: E1/2SW1/4NW1/4SW1/4; W1/2SE1/4NW1/4SW1/4;
SE1/4SE1/4NW1/4SW1/4; SW1/4SE1/4SW1/4;
SW1/4SE1/4SE1/4SW1/4; S1/2NW1/4SE1/4SW1/4;
NW1/4NW1/4SE1/4SW1/4; SE1/4SE1/4SW1/4SW1/4;
N1/2SE1/4SW1/4SW1/4; NE1/4SW1/4SW1/4;
NE1/4NW1/4SW1/4SW1/4

Section 23: N1/2NE1/4NW1/4; NE1/4SW1/4NE1/4NW1/4;
NW1/4SE1/4NE1/4NW1/4; ALSO: Beginning at
Corner No. 1, from which U.S. Location
Monument No. 253 bears South 26°42' East
1.55 chains distant; thence North 26°42' West
69.97 chains to Corner No. 2; thence North 9°
13' West 17.37 chains to Corner No. 3; thence

North 87°44' East 7.72 chains to Corner No. 4; thence South 22°51' East 86.81 chains to Corner No. 5; thence West 7.36 chains to Corner No. 1, the place of beginning, containing 78.92 acres, and being the same parcel conveyed by the UNITED STATES OF AMERICA to GEORGE WILLIAMS by Land Patent dated May 19, 1916 and recorded in Book 18 of Deeds at page 195, Eureka County, Nevada records.

TOWNSHIP 18 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: NW1/4SW1/4; SW1/4SW1/4
Section 6: NE1/4SE1/4; SE1/4SE1/4
Section 8: NW1/4NW1/4; S1/2NW1/4; NE1/4SW1/4

TOWNSHIP 19 NORTH, RANGE 49 EAST, M.D.B.&M.

Section 5: W1/2E1/2; E1/2W1/2; W1/2SW1/4; SW1/4NW1/4
Section 6: SE1/4; SE1/4NE1/4;

EXCEPTING therefrom all coal and other valuable minerals as reserved in Patent executed by UNITED STATES OF AMERICA recorded July 6, 1950 in Book 24 of Deeds at page 79, Eureka County, Nevada records.

Section 18: NW1/4NE1/4; NE1/4SW1/4; SE1/4NW1/4; SW1/4SE1/4
Section 19: E1/2SE1/4; NW1/4SE1/4; NE1/4

EXCEPTING from all of the subject property in Section 18 and the N1/2NE1/4, SW1/4NE1/4 and NW1/4SE1/4 of Section 19, all the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA recorded October 5, 1966 in Book 12 of Official Records at page 209, Eureka County, Nevada.

Section 20: W1/2SW1/4; SW1/4NW1/4

EXCEPTING from the SE1/4SE1/4 of Section 19 and SW1/4SW1/4 of Section 20 all minerals as reserved in Patent executed by UNITED STATES OF AMERICA recorded January 2, 1969 in Book 26 of Official Records at page 534, Eureka County, Nevada.

Section 29: SW1/4NW1/4; NW1/4SW1/4; SW1/4SW1/4
Section 30: E1/2NE1/4; NE1/4SE1/4

EXCEPTING from all of the subject property in Sections 29 and 30 all of the oil and gas as reserved in Patent executed by UNITED STATES OF AMERICA recorded February 21, 1969 in Book 28 of Official Records at page 12, Eureka County, Nevada.

LANDER COUNTY

TOWNSHIP 18 NORTH, RANGE 48 EAST, M.D.B.&M.

Section 7: SE1/4NW1/4; SW1/4NE1/4; W1/2SE1/4
Section 18: NW1/4NE1/4

EXCEPTING from PARCEL IV an undivided one-half of all oil, petroleum, gas and minerals as reserved in Deed executed by CONLAN LAND & LIVESTOCK, INC., recorded November 7, 1962 in Book 26 of Deeds at page 300, Eureka County, Nevada and recorded November 13, 1962 in Book 69 of Deeds at page 250, Lander County, Nevada.

FIRST AMERICAN TITLE COMPANY

RECORDED AT THE REQUEST OF _____ OF NEVADA

on MARCH 14, 19 75 at 05 mins. past 2 P. M.

Book 51 of OFFICIAL RECORDS, page 127-135 RECORDS

EUREKA COUNTY, NEVADA *Hilli A. Notario* Records

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FILE NO. 59816

BOOK 51 PAGE 135