

80084

 RECORDED AT REQUEST OF  
 FIRST AMERICAN TITLE CO. OF NEVADA  
 BOOK 93 PAGE 602-603

 RECORDING REQUESTED BY:  
 First American Title Company

81 APR 7 A 9:37

AND WHEN RECORDED MAIL TO:

 NAME  
 AND  
 ADDRESS

 Nevada Livestock Production  
 Credit Association  
 P.O. Box 990  
 Elko, Nevada 89801

 OFFICIAL RECORDS  
 EUREKA COUNTY, NEVADA  
 WILLIS A. DEPAOLI, RECORDER  
 FILE NO. 80084  
 FEE \$ 4.00

SPACE ABOVE THIS LINE FOR RECORDER'S 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 6th day of April, 1981,  
 by LaVerne D. Machacek and Eunice M. Machacek, his wife, as joint tenants, with right of survivorship,  
 owner of the land hereinafter described and hereinafter referred to as "Owner," and Nevada Livestock Production Credit Association,  
 present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, LaVerne D. Machacek and Eunice M. Machacek  
 did execute a deed of trust, dated March 11, 1980, to Nevada Livestock Production Credit Association,  
 as trustee, covering: State of Nevada, County of Eureka,  
TOWNSHIP 20 NORTH, RANGE 53 EAST, M.D.M.

Section 1, Lots 9, 10, 11, and 12

TOWNSHIP 21 NORTH, RANGE 53 EAST, M.D.M.

Section 36, Lot 1, SW $\frac{1}{4}$

Containing 314.43 acres, more or less.

to secure a note(s) in the sum of \$ 230,795.00, dated 1/2/80, 1/19/81, in favor of  
 Beneficiary, Nevada Livestock Production Credit Association, which deed of trust was recorded  
May 21, 1980, in book 81 page 131, 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 \$ 216,350.00,  
 dated April 6, 1981, in favor of United States of American acting thru Farmers Home Administration,  
 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 in favor of Lender; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust shall be and remain at all times a lien or charge as security for said loan upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust in favor of Beneficiary; 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 in favor of Beneficiary and provided that Beneficiary will subordinate the lien or charge of its deed of trust to the lien or charge for said loan 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 for said loan upon said land which is 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 of Lender shall be and remain at all times a lien or charge as security for said note on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned. No subordination is intended as to any future advances or increases by Lender.

(2) That this agreement shall be the whole and only agreement between the parties hereto with regard to the subordination of the lien or charge of the deed of trust in favor of Beneficiary to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel any prior agreements as to such, or any, 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 a deed or deeds of trust or to a mortgage or mortgages to be thereafter executed.

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.

Nevada Livestock Production Credit Assoc.

Peter L. Mower  
Beneficiary Branch Manager

LaVerne D. Machacek  
LaVerne D. Machacek  
Eunice M. Machacek  
Eunice M. Machacek Owner

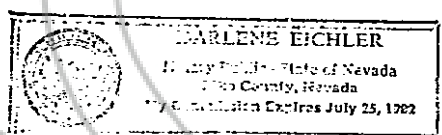
State of Nevada

County of Elko

On April 6, 1981, before me, the undersigned, notary public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared LaVerne D. Machacek and Eunice M. Machacek

known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

(SEAL)



Darlene Eichler  
Notary Public In and For Said County and State

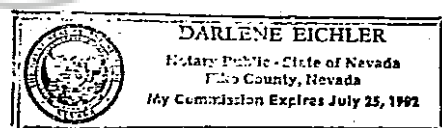
State of Nevada

County of Elko

On April 6, 1981, before me, the undersigned notary public in and for said county and state, residing therein, duly commissioned and sworn, personally appeared Peter L. Mower

known to me to be the Branch Manager  
of Nevada Livestock Production Credit Association, the corporation that executed the within and foregoing instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that said corporation executed the same.

(SEAL)



Darlene Eichler  
Notary Public In and For Said County and State