

WHEN RECORDED PLEASE RETURN TO
FEDERAL LAND BANK OF SACRAMENTO
P. O. Box 13106-C
Sacramento, California 95813

THIS INSTRUMENT EXECUTED IN DUPLICATE FOR
RECORDING IN EACH OF THE COUNTIES IN WHICH
THE PROPERTY DESCRIBED IS SITUATED.

Loan No. 218299-8

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 is made this 19th day of October, 19 83 by
DV CORPORATION, a Nevada corporation:

holder(s) of the promissory note(s) secured by that certain deed of trust
executed by ARCHIE MEEK TRANSPORTATION COMPANY, INC., a corporation

the instrument being recorded October 17, 1980 in Book 88, Page 167
of Official Records of Eureka County, Nevada
Instrument No. 77144; and recorded October 17, 1980 in Book 288, Page
488 of Official Records of Nye County, Nevada, Instrument No. 32372.

W I T N E S S T H

THAT WHEREAS, the above referenced deed of trust, encumbering all or a portion
of the real property described in Exhibit "A" attached hereto, is presently subject to the
prior lien of that certain deed of trust dated August 17, 1976
executed by DV CORPORATION, a Nevada corporation

wherein the FEDERAL LAND BANK OF BERKELEY is named beneficiary; the instrument
being recorded November 3, 1976, in Book 57, Page 204 of Official Records
of Eureka County, Nevada, Instrument No. 62400;
and recorded in Book 197, Page 437 of O.R. of Nye County, Nevada, Instrument No. 56024.
The said deed of trust, given to secure the payment of \$ 400,000.00

with interest as prescribed in trustors promissory note of even date, provides
that the same is also given to secure all renewals, reamortizations and extensions of the
indebtedness secured thereby and identified on the records of the bank by the above loan
number; and

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ORIGINAL

WHEREAS, subject to the condition precedent that the deed of trust made in favor of the FEDERAL LAND BANK OF BERKELEY shall unconditionally be and remain a first lien on the real property described therein, the FEDERAL LAND BANK OF SACRAMENTO, formerly The Federal Land Bank of Berkeley, has approved the borrower's request that the sum of \$ 40,337.83 be added to the unmatured principal balance of the above numbered loan and that the terms of payment of the total indebtedness be restructured as outlined in an Agreement for Reamortization dated October 19, 1983.

NOW, THEREFORE, in consideration of the premises and other valuable consideration, the sufficiency of which is acknowledged, the undersigned hereby agree that the above identified deed of trust securing the promissory note held by that undersigned shall remain junior and subordinate to the lien of the deed of trust herein referred to made in favor of the FEDERAL LAND BANK OF BERKELEY securing borrower's total indebtedness to the said bank amounting to \$ 297,349.39.

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.

DV CORPORATION, a Nevada corporation

BY: [Signature] Pres

BY: [Signature] Vice Pres.

CORPORATE ACKNOWLEDGMENT

State of California
County of San Mateo } s.s.

On this 10 day of January, 1984, before me, Joyce Gormley, a Notary Public in and for said San Mateo County, personally appeared

(SEAL)

Edward Engle known to me to be the President
and Janet Idartwell Engle known to me to be the Vice President of the

the Corporation that executed the within instrument, and also known to me to be the person 3 who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same, and further acknowledged to me that such Corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for said _____ County and State.

My commission expires _____, 19____



EXHIBIT "A"

All that certain real property situate in the Counties of Nye and Eureka, State of Nevada, more particularly described as follows:

Parcel 1:

TOWNSHIP 14 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 2: SW $\frac{1}{4}$ NW $\frac{1}{4}$
Section 3: S $\frac{1}{2}$ NE $\frac{1}{4}$; S $\frac{1}{2}$ NW $\frac{1}{4}$ and Lots 3 and 4
Section 4: Lot 1 and SE $\frac{1}{4}$ NE $\frac{1}{4}$

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 28: W $\frac{1}{2}$ SE $\frac{1}{4}$
Section 33: S $\frac{1}{2}$ NE $\frac{1}{4}$; NW $\frac{1}{4}$ NE $\frac{1}{4}$; E $\frac{1}{2}$ SE $\frac{1}{4}$

EXCEPTING THEREFROM all coal and other minerals lying in and under said land as reserved by the United States of America, in Patent recorded in the office of the County Recorder of Nye County, Nevada.

Parcel 2:

TOWNSHIP 15 NORTH, RANGE 50 EAST, M.D.B.&M.

Section 4: Lots 1 and 2; S $\frac{1}{2}$ NE $\frac{1}{4}$; SE $\frac{1}{4}$

EXCEPTING THEREFROM all oil and gas lying in and under said land as reserved by the United States of America in Patent recorded in the office of the County Recorder of Eureka County, Nevada.

RECORDED AT REQUEST OF
Frontier Title Co.
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84 JAN 20 A 9:30

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.H. REBALEATI, RECORDER
FILE NO. 92402
FEE \$ 7.00

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