

92404

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  
MYERS REALTY, INC., a Nevada corporation,

holder(s) of the promissory note(s) secured by that certain deed of trust  
executed by WILLIAM A. CARD and RUTH CARD, husband and wife;

the instrument being recorded September 8, 1982 in Book 105, Page 118  
of Official Records of Eureka County, Nevada,  
Instrument No. 85313; and recorded September 8, 1982 in Book 353, Page 218  
of Official Records of Nye County, Nevada, Instrument No. 66902.

W I T N E S S E S

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

Subordination Agreement-Berkeley

BOOK 120 PAGE 363  
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.

MYERS REALTY, INC., a Nevada corporation

BY: ✓ [Signature]  
BY: ✓ [Signature]

STATE OF NEVADA.

County of Washoe } ss.

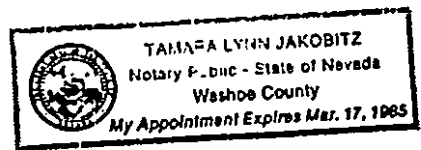
On January 9, 1984 DATE ..... personally appeared before me,

a Notary Public (or judge or other officer, as the case may be), .....

P.R. DE LUCA

who acknowledged that he executed the above instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Washoe the day and year in this certificate first above written.  
Tamara Lynn Jakobitz  
Signature of Notary



CARUSLE'S FORM NO. 36 N (ACKNOWLEDGMENT GENERAL)-A-63187

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.  
875, 120 - 1 - 363

84 JAN 20 A 9: 30

OFFICIAL RECORDS  
EUREKA COUNTY, NEVADA  
C. B. RECALATI, RECORDER  
THE NO. 92404  
FEE 7.00

BOOK 120 PAGE 365