

97452
92943

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:
FLORENCE M. STENTON
P.O. BOX 126
EUREKA, NEVADA 89316

EU-409055-BM

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 February, 1984, by
KENNETH P. STENTON and EARLENE STENTON, husband and wife

owner of the land hereinafter described and hereinafter referred to as "Owner," and

FLORENCE M. STENTON, a widow

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, KENNETH P. STENTON and EARLENE STENTON
did execute a deed of trust, dated January 2, 1980, to FLORENCE M. STENTON
Title Ins. & Trust Co., as trustee, covering:

TOWNSHIP 22 NORTH, RANGE 54 EAST, EDB&M.

Section 7: SE $\frac{1}{4}$ SW $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 18: E $\frac{1}{2}$ NW $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, NW $\frac{1}{4}$ SE $\frac{1}{4}$

in the State of Nevada, County of Eureka.

to secure a note in the sum of \$ 70,000.00, dated January 2, 1980, in favor of
recorded September 29, 1980, in book 87, page 458, Official Records of said county; and
which deed of trust was

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 33,000.00
dated MARCH 14, 1984, in favor of UNITED STATES OF AMERICA, 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

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 specifically 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 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 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 OR WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Florence M. Stenton
FLORENCE M. STENTON

Beneficiary

Kenneth P. Stenton
KENNETH P. STENTON

Earlene Stenton
Earlene Stenton
Owner
EARLENE STENTON

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

State of Nevada
County of Eureka



On this the 8th day of February 1984 before me,

the undersigned Notary Public, personally appeared Kenneth P. Stenton and Earlene Stenton, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed it.

Witness my hand and official seal.

[Signature]
Notary's Signature
NOTARY PUBLIC, EUREKA JUDICIAL COURT

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
BOOK 121 PAGE 484

STATE OF CALIFORNIA
COUNTY OF Orange

SS.

On Feb. 15, 1984

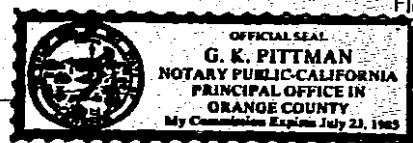
before me, the undersigned, a Notary Public in and for said State personally appeared Florence M. Stenton

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person she whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Signature [Signature]
G.K. Pittman

Name (Typed or Printed)



(This area for official seal)

PR-43 (10) Rev. 6-82

84 MAR 13 410:55

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
RECORDS
FILE NO. 92943
12 11 6.00

BOOK 121 PAGE 485

BOOK 132 PAGE 238

RECORDED AT REQUEST OF
FIRST AMERICAN TITLE CO. OF NEVADA
BOOK 132 PAGE 239

84 DEC 17 AM 11:08

OFFICIAL RECORDS
EUREKA COUNTY, NEVADA
M.M. REBALEATI, RECORDER
FILE NO. 97452
FFR \$ 7.00

BOOK 132 PAGE 239