

The undersigned hereby affirms that this document submitted for recording does not contain any personal information.

EUREKA COUNTY, NV

**2024-254108**

Rec:\$37.00

\$37.00 Pgs=12

12/23/2024 01:14 PM

STEWART TITLE ELKO

KATHERINE J. BOWLING, CLERK RECORDER

Assessor Parcel No(s): 007-370-08

**WHEN RECORDED MAIL TO:**

Rural Nevada Development Corporation, 1320 East Aultman, Ely, NV 89301

**SEND TAX NOTICES TO:**

Ryan Clugston and Jennifer Clugston, HC 62 Box 62137, Eureka, NV 89316

249377-16

**FOR RECORDER'S USE ONLY**

**NOTICE: THIS SUBORDINATION OF DEED OF TRUST 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.**

**SUBORDINATION OF DEED OF TRUST**

**THIS SUBORDINATION OF DEED OF TRUST dated December 9, 2024, is made and executed among David Groth and Sara Groth ("Beneficiary"); Ryan Clugston, Jennifer Clugston and Silver State Repair LLC ("Borrower"); and Rural Nevada Development Corporation ("Lender").**

**SUBORDINATED INDEBTEDNESS.** Beneficiary has extended the following described financial accommodations, secured by the Real Property (the "Subordinated Indebtedness"):

**Payment of the sum of \$200,000.00 and the interest thereon according to the terms of a promissory note or notes of even date to the Subordinated Deed of Trust.**

**SUBORDINATED DEED OF TRUST.** The Subordinated Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust dated January 31, 2023 from Ryan Clugston and Jennifer Clugston ("Trustor") to Stewart Title Company ("Trustee") in favor of David Groth and Sara Groth ("Beneficiary") (the "Subordinated Deed of Trust") and recorded in Eureka County, State of Nevada as follows:

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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**Deed of Trust With Assignment Of Rents recorded on February 8, 2023 as Document No. 2023-249775.**

**REAL PROPERTY DESCRIPTION.** The Subordinated Deed of Trust covers the following described real property (the "Real Property") located in Eureka County, State of Nevada:

See Exhibit "A", which is attached to this Subordination and made a part of this Subordination as if fully set forth herein.

The Real Property or its address is commonly known as 161 SR 278, Eureka, NV 89316. The Real Property tax identification number is 007-370-08.

**SUPERIOR INDEBTEDNESS.** Lender has extended or has agreed to extend the following described financial accommodations to Borrower, secured by the Real Property (the "Superior Indebtedness"):

**Promissory Note dated December 9, 2024 in the original principal amount of \$43,300.00 executed by Ryan Clugston, Jennifer Clugston, and Silver State Repair LLC.**

**LENDER'S LIEN.** The Superior Indebtedness is or will be secured by the Real Property and evidenced by a deed of trust, dated December 9, 2024, from Jennifer Clugston and Ryan Clugston to Lender (the "Lender's Lien") and recorded in Eureka County, State of Nevada as follows:

**Lender's Lien will be recorded prior to or concurrently with recordation of this Subordination of Deed of Trust.**

As a condition to the granting of the requested financial accommodations, Lender has required that the Lender's Lien be and remain superior to the Subordinated Deed of Trust.

**REQUESTED FINANCIAL ACCOMMODATIONS.** Trustor, who may or may not be the same person or entity as Borrower, and Beneficiary each want Lender to provide financial accommodations to Borrower in the form of the Superior Indebtedness. Trustor and Beneficiary each represent and acknowledge to Lender that Beneficiary will benefit as a result of these financial accommodations from Lender to Borrower, and Beneficiary acknowledges receipt of valuable consideration for entering into this Subordination.

**NOW THEREFORE THE PARTIES TO THIS SUBORDINATION HEREBY AGREE AS FOLLOWS:**

**SUBORDINATION.** The Subordinated Deed of Trust and the Subordinated Indebtedness secured by the Subordinated Deed of Trust is and shall be subordinated in all respects to Lender's Lien and the Superior Indebtedness, and it is agreed that Lender's Lien shall be and remain, at all times, prior and superior to the lien of the Subordinated Deed of Trust. Beneficiary also subordinates to Lender's Lien all other Security Interests in the Real Property held by Beneficiary, whether now existing or hereafter acquired. The words "Security Interest" mean and include without limitation any type of collateral security, whether in the form of a lien, charge, mortgage, deed of trust, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.

**BENEFICIARY'S REPRESENTATIONS AND WARRANTIES.** Beneficiary represents and warrants

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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to Lender that: (A) no representations or agreements of any kind have been made to Beneficiary which would limit or qualify in any way the terms of this Subordination; (B) this Subordination is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Beneficiary as to the creditworthiness of Borrower; and (D) Beneficiary has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Beneficiary agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Beneficiary's risks under this Subordination, and Beneficiary further agrees that Lender shall have no obligation to disclose to Beneficiary information or material acquired by Lender in the course of its relationship with Beneficiary.

**BENEFICIARY WAIVERS.** Beneficiary waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of any Superior Indebtedness secured by Lender's Lien, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any collateral held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

**LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to Lender's Lien without affecting whatsoever any of Lender's rights under this Subordination. In particular, without limitation, Lender may, without notice of any kind to Beneficiary, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part of it, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold collateral for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such collateral, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale of the security, as Lender in its discretion may determine; and (G) transfer this Subordination to another party.

**DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Subordination shall remain in full force and effect. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Subordination:

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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**Amendments.** This Subordination constitutes the entire understanding and agreement of the parties as to the matters set forth in this Subordination. No alteration of or amendment to this Subordination shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Subordination, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Beneficiary also will pay any court costs, in addition to all other sums provided by law. Fees and expenses shall include attorneys' fees that Lender, Trustee, or both incur, if either or both are made parties to any action to enjoin foreclosure or to any legal proceeding that Beneficiary institutes. The fees and expenses are secured by this Subordination and are recoverable from the Property.

**Authority.** The person who signs this Subordination as or on behalf of Beneficiary represents and warrants that he or she has authority to execute this Subordination and to subordinate the Subordinated Indebtedness and the Beneficiary's security interests in Beneficiary's property, if any.

**Caption Headings.** Caption headings in this Subordination are for convenience purposes only and are not to be used to interpret or define the provisions of this Subordination.

**Governing Law.** This Subordination will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nevada without regard to its conflicts of law provisions. This Subordination has been accepted by Lender in the State of Nevada.

**Choice of Venue.** If there is a lawsuit, Beneficiary agrees upon Lender's request to submit to the jurisdiction of the courts of White Pine County, State of Nevada. (Initial Here PC)

**Successors.** This Subordination shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Subordination, and the covenants of Beneficiary herein in favor of Lender shall extend to, include, and be enforceable by any transferee or endorsee to whom Lender may transfer any or all of the Superior Indebtedness.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Subordination unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

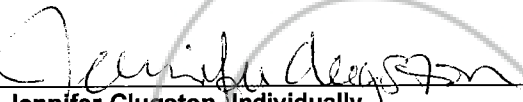
or any other right. A waiver by Lender of a provision of this Subordination shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Subordination. No prior waiver by Lender, nor any course of dealing between Lender and Beneficiary, shall constitute a waiver of any of Lender's rights or of any of Beneficiary's obligations as to any future transactions. Whenever the consent of Lender is required under this Subordination, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Waive Jury.** All parties to this Subordination hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.


**EACH PARTY TO THIS SUBORDINATION ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION, AND EACH PARTY AGREES TO ITS TERMS. THIS SUBORDINATION IS DATED DECEMBER 9, 2024.**

**BORROWER:**

x   
Ryan Clugston, Individually

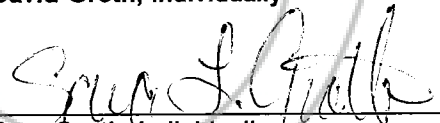
x   
Jennifer Clugston, Individually

**SILVER STATE REPAIR LLC**

By:   
Ryan Clugston, Managing Member of Silver State  
Repair LLC

**BENEFICIARY:**

x   
David Groth, Individually

x   
Sara Groth, Individually

SUBORDINATION OF DEED OF TRUST  
(Continued)

LENDER:

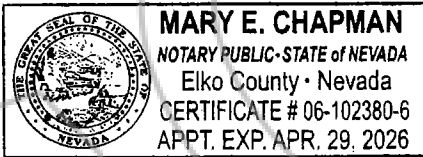
RURAL NEVADA DEVELOPMENT CORPORATION

x *Mary E. Chapman*  
Authorized Officer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA )  
 ) SS  
COUNTY OF ELKO )

This instrument was acknowledged before me on DECEMBER 16, 2024 by Ryan Clugston.



(Seal, if any)

*Mary E. Chapman*  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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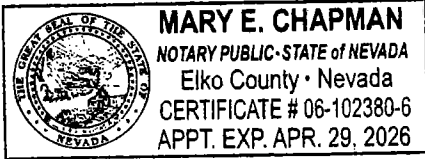
**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEVADA

COUNTY OF ELKO

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) SS  
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This instrument was acknowledged before me on DECEMBER 16, 2024 by Jennifer Clugston.



(Seal, if any)

*Mary E. Chapman*  
\_\_\_\_\_  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

**SUBORDINATION OF DEED OF TRUST  
(Continued)**

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**LIMITED LIABILITY COMPANY ACKNOWLEDGMENT**

STATE OF NEVADA

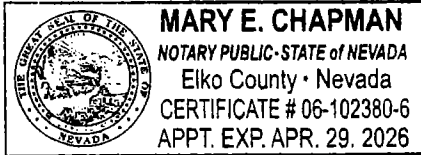
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) SS

COUNTY OF ELKO

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This instrument was acknowledged before me on DECEMBER 16, 2024 by Ryan Clugston, Managing Member of Silver State Repair LLC, as designated agent of Silver State Repair LLC.



*Mary E. Chapman*  
\_\_\_\_\_  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

(Seal, if any)

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SUBORDINATION OF DEED OF TRUST  
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA

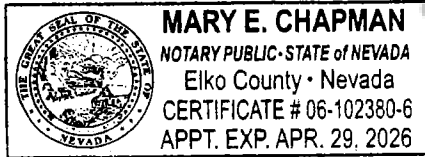
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COUNTY OF ELKO

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This instrument was acknowledged before me on DECEMBER 20, 2024 by David Groth.



(Seal, if any)

*Mary E. Chapman*  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

SUBORDINATION OF DEED OF TRUST  
(Continued)

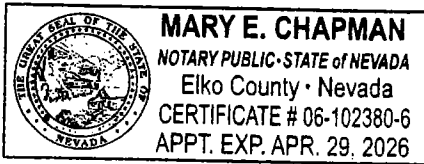
INDIVIDUAL ACKNOWLEDGMENT

STATE OF NEVADA

COUNTY OF ELKO

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) SS  
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This instrument was acknowledged before me on DECEMBER 20, 2024 by Sara Groth.



Mary E. Chapman  
(Signature of notarial officer)

Notary Public in and for State of NEVADA

(Seal, if any)

SUBORDINATION OF DEED OF TRUST  
(Continued)

LENDER ACKNOWLEDGMENT

STATE OF Nevada

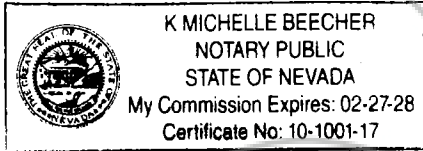
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) SS

COUNTY OF White Pine

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This instrument was acknowledged before me on December 19 by Mary Kerner, CEO of Rural Nevada Development Corporation, as designated agent of Rural Nevada Development Corporation.



(Seal, if any)

K. Michelle Beecher

(Signature of notarial officer)

Notary Public in and for State of NV

## EXHIBIT "A" LEGAL DESCRIPTION

File No.: 2493777

Parcel C as shown on that certain Parcel Map for Norbert Walter and Eileen Walter filed in the office of the County Recorder of Eureka County, State of Nevada, on November 15, 1988, as File No. 124822, being a portion of Section 28, Township 20 North, Range 53 East, M.D.B.&M.

EXCEPTING THEREFROM all the oil and gas lying in and under said land, as reserved by the United States of America, in Patent recorded December 30, 1965, in Book 9, Page 422, Official Records of Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM 1/2 of all mineral rights, oil or gas lying in and under said land as reserved by EDWIN C. BISHOP and LETA B. BISHOP, his wife, in deed recorded August 23, 1978, in Book 65, Page 317, Official Records, Eureka County, Nevada.

FURTHER EXCEPTING THEREFROM an undivided twenty-five percent (25%) in and to all minerals of every kind, nature and description, lying in and under said land, as conveyed to Ivan L. Smart, an unmarried man, in deed recorded May 2, 1994, in Book 268, Page 463, and correction thereof recorded May 5, 1994, in Book 269, Page 12, Official Records of Eureka County, Nevada.