

FILED SARPY CO. NE.
INSTRUMENT NUMBER
2002-44962
2002 NOV -6 P 4:17

Glenn J. ...
REGISTER OF DEEDS

Counter *[Signature]*
Verify *[Signature]*
D.E. *[Signature]*
Proof *[Signature]*
Fee \$ 15.50
Ck Cash Chg

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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 4th day of November, 2002, by Phoenix Properties, LLC, a Nebraska limited liability company, owner of the land hereinafter described and hereinafter referred to as "Owner" and Phoenix Brook Valley Re-Cap, LLC present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT WHEREAS, Phoenix Properties, LLC did execute a deed of trust, dated September 25, 2002, to Phoenix Brook Valley Re-Cap, LLC, as Beneficiary, and Jerry Slusky, as Trustee, covering:

The South 405 feet of Lot 24, in Brook Valley Business Park, a subdivision, as surveyed, platted and recorded in Sarpy County, Nebraska; a/k/a Lot 24, in Brook Valley Business Park, a subdivision in Sarpy County, Nebraska, except the North 45 feet thereof.

to secure a note in the sum of \$600,000.00, which deed of trust was recorded September 27, 2002, as Instrument No. 2002-38082, Official Records of said county; and

WHEREAS, Owner has executed a deed of trust and note in the sum of \$997,485.46, dated September 24, 2002, filed October 9, 2002 as Instrument No. 2002-39776, Official Records of Sarpy County, in favor of Great Western Bank, Trustee and Beneficiary, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein; 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

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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 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 another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

(a) Beneficiary 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) Beneficiary 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

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(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.

BENEFICIARY:

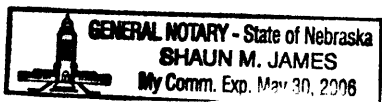
Phoenix Brook Valley Re-Cap, LLC

By: Thomas G. Hotz

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On this 4 day of November, 2002, before me, the undersigned, Notary public, personally appeared Thomas Hotz, as manager member of HMG Realty Advisors, LLC, a Nebraska limited liability company, the manager of Phoenix Brook Valley Re-Cap, LLC, a Nebraska limited liability company, known to me to be known to be the identical person whose name is affixed to the foregoing instrument and acknowledged the execution thereof to be his voluntary act and deed on behalf of said limited liability companies.

Witness my hand and notarial seal the day and year last above written.



Shaun M. James
Notary Public