SUBORDINATION AGREEMENT

PIN#1221-05-001-043

For the purpose of this Subordination Agreement, the terms below will be defined and used as follows:

- A. Borrower: <u>NICHOLAS M. BOSNIC AND CAROLE L. BOSNIC, MARRIED</u> will be called Borrower. Borrower is or will be the owner of the Property.
- B. Property: Property located at <u>1320 TAMZY COURT</u>, <u>GARDNERVILLE</u>, <u>NV</u> <u>89410</u>. County of <u>DOUGLAS</u> will be called the Property. The legal description of the Property is described as follows: <u>SEE ATTACHED "EXHIBIT A"</u>
- C. First Lender: <u>First Horizon Home Loan Corporation</u> will be called the First Lender.
- D. First Loan: The loan made by or to be made by the First Lender to the Borrower in the amount not to exceed <u>\$143,633.00</u> and interest secured by or to be secured by a deed of trust made by the Borrower to the First Lender covering the Property will be called the First Loan.
- E. Second Lender: *FIRST TENNESSEE BANK*, *NATIONAL ASSOCIATION* will be called the Second Lender.
- F. Second Loan: The loan evidenced by a note or other obligation now held by the Second Lender in the original principal amount of \$75,000.00 and secured by a deed of trust dated <u>OCTOBER 26, 2000</u> and recorded in book <u>1100</u>, page <u>373</u> of the Official Public Records will be call the Second Loan.

In order to satisfy the requirements of the first Lender, and in consideration of the Property and of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Borrower to the Second Lender, receipt of which is hereby acknowledged, the Second Lender agrees as follows:

- 1. The lien of the Second Loan on the Property is hereby declared to be subordinate to the lien of the First Loan and to all modifications, extensions, replacements and renewals of the First Loan.
- 2. The lien of the Second Loan shall be subordinated to the amount of the First Loan and to interest and advances already paid or to be paid in the future under the First Loan. Advances may be paid without notice to the Second Lender.
- 3. In the event that the First Loan has a variable interest rate or allows for negative amortization, the operation of these features shall not result in the lien or any portion of the lien of the First Loan becoming subordinated to the lien of the Second Loan.
- 4. This Agreement may not be changed or terminated orally. It shall bind and ensure to the benefit of the First Lender, its successors and/or assigns.

By signing this Subordination Agreement, Borrower and Second Lender agree to all of the above.

FIRST TENNESSEE BANK, NATIONAL ASSOCIATION

By Joe M. Contlatto

Micholas M. Bosnic 8/29

CAROLE L. BOSNIC

0523393

BK 0 9 0 1 PG 5 5 2 5

THE STATE OF Jennessee }
COUNTY OF Shelly } This instrument was acknowledged before me on the 2/5tof august, 2001 of First Tennassee Bonkorporation, on behalf of said corporation. PROPERTY EXPIRES UN. 15. 700 F Notary's Name Notary's commission expires State of M THE STATE OF Nevada COUNTY OF Dovalas This instrument was acknowledged before me on the 29th of August by Nicholas M. Bosnic and Carole L. Bosnic Teresa J. Rosp March 26, 2004 Notary's Name Notary's commission expires TERESA J. ROSE AFTER RECORD RETURN TO: Notary Public Nevada **Douglas County** First Horizon Home Loan Corporation 56-1763-5

Attn: Chad Widcamp 12506 Lake Underhill RD Mod 2B MP 873 Orlando FL 32825

Return to: ExpressClose.com 935 E. 53rd Street Davenport, IA 52807 T# 129976



EXHIBIT "A"

ALL THAT REAL PROPERTY IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS:

LOT 16, IN BLOCK B, AS SHOWN ON THE OFFICIAL MAP OF PINENUT HILLS RANCH UNIT NO.1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 6, 1984, IN BOOK 1284, PAGE 738, AS DOCUMENT NO. 110990.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.



REQUESTED BY

EXPRES 1 C/05 = 1 CO m

IN OFFICIAL RECORDS OF

DOUGLAS CO. NEVADA

2001 SEP 24 AM 11: 34

LINDA SLATER RECORDER

9 PAID & DEPUTY

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