

apn- 1320-33-311-011

## SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

SPACE ABOVE FOR RECORDERS USE

MSN SV-79/ DOCUMENT CONTROL DEPT.  
P.O. BOX 10266  
VAN NUYS CALIFORNIA 91410-0266

LOAN #: 3191408

ESCROW/CLOSING#:

2001-53452-GB/2001-53452-SCC/0657098

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.

### SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Ninth day of November, 2001, by **COUNTRYWIDE HOME LOANS, INC.** ("Subordinated Lienholder"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613.**

WHEREAS, Robert Ruppel and Helen Ruppel executed and

0528499

BOOK 1101 PAGE 7904

delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$15000.00 dated 10/15/1999 , and recorded in Book Volume 1099, Page 3882, as Instrument No. 479229, in the records of DOUGLAS County, State of NEVADA, as security for a loan (the "**Existing and Continuing Loan**"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 1290 KIMBLES WAY, GARDNERVILLE, NEVADA 89410 and further described on Exhibit "A," attached.

WHEREAS, Robert Ruppel and Helen Ruppel ("**Borrower**") executed and delivered to **COUNTRYWIDE HOME LOANS, INC.**, ("**Lender**"), a deed of trust/mortgage in the sum of \$149000.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of DOUGLAS County, State of NEVADA as security for a loan (the "**New Loan**");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 the New Security Instrument, 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 Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.

0528499

BOOK 1101 PAGE 7905

(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

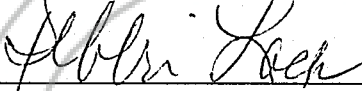
(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

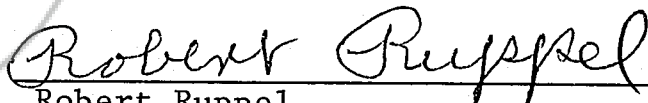
(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

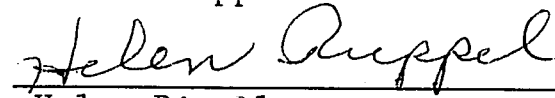
(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOW 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.

COUNTRYWIDE HOME LOANS, INC.

  
\_\_\_\_\_  
Debbie Lack, Senior Vice President

  
\_\_\_\_\_  
Robert Ruppel

  
\_\_\_\_\_  
Helen Ruppel

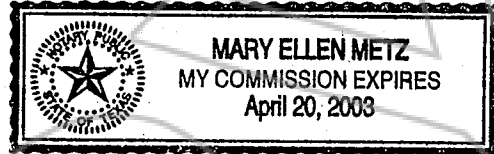
0528499

BOOK 1101 PAGE 7906

**CORPORATE ACKNOWLEDGEMENT**

State of Texas  
County of Collin

This instrument was acknowledged before me on 11/09/2001 by Debbie Lack, Senior Vice President of Countrywide Home Loans, Inc., a New York corporation, on behalf of said corporation.



*Mary Ellen Metz*  
Notary Public

COPY

0528499

BOOK 1101 PAGE 7907

STATE OF NEVADA,

County of Carson City ss.

On November 10, 2001 personally appeared before me, a notary public, Robert Ruppel and Helen Ruppel personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official stamp at my office in the County of Carson City the day and year in this certificate first above written.

Rishele L. Boesen  
Signature of Notary



COOPER

0528499

BOOK 1101 PAGE 7908

# EXHIBIT "A"

ALL THAT CERTAIN LOT, PIECE OR PARCEL OF LAND SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 11, BLOCK A, AS SET FORTH ON FINAL SUBDIVISION MAP FSM-1006-2 FOR CHICHESTER ESTATES PHASE 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 9, 1996, IN BOOK 1296, AT PAGE 1286, AS DOCUMENT NO. 402450, AND AMENDED BY CERTIFICATE OF AMENDMENT RECORDED JULY 17, 2001, IN BOOK 701, PAGE 3929, AS DOCUMENT NO. 518479.

COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 NOV 27 AM 11:48

LINDA SLATER  
RECORDER

\$ 19.00 PAID BL DEPUTY

0528499

BOOK **1101** PAGE **7909**