

APN: 1418.34.304-010

030200509

MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 27th of JANUARY, 2007^{3 MC} by **Michael L. Knapp and Sandra L. Knapp** ("Subordinating Party"), and is being given to ~~Bank of America, N/A~~ ("Lender").
Washington Mutual Bank, FA

RECITALS

1. LENDER is making a mortgage loan (the "Loan") to:

Robert J. Buehler

Carole K. Buehler, fka Carole K.
Greenwood

("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of **175 Mason Court, Zephyr Cove, NV 89448** which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property").

2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of Trust in the sum of ~~\$322,700.00~~ with a loan number of ~~0912125871~~ in favor of the LENDER. ~~03-0691-062391441-3~~ \$320,500.00
3. Subordinating Party is also making a mortgage loan to the Borrower in the amount of \$N/A in connection with the acquisition of the Property, or now owns or holds an interest as mortgagee of the Property pursuant to the provisions of that certain Mortgage/Deed of Trust dated **April 7, 2000**, recorded on **May 2, 2000**, under **Document No. 491166, Book 0500 Page 595**, County of **Douglas**, State of **Nevada**.
4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of Trust to the lien in favor of LENDER in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

Subordinating Party further agrees that:

1. Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination

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MORTGAGE SUBORDINATION AGREEMENT

THIS AGREEMENT is made this 21th of JANUARY, 2007 by Michael L. Knapp and Sandra L. Knapp. ("Subordinating Party"), and is being given to Bank of America, N/A. ("Lender"). Washington Mutual Bank, FA

RECITALS

1. LENDER is making a mortgage loan (the "Loan") to:

Robert J. Buehler

Carole K. Buehler, aka Carole K. Greenwood

("Borrower") in connection with the acquisition or refinancing of certain premises with a property address of 175 Mason Court, Zephyr Cove, NV 89448 which premises are more fully described in Exhibit A attached hereto and incorporated herein by reference ("Property").

- 2. Borrower is the present owner of the Property or will at the time of the making of the Loan be the owner of the Property, and has executed or is about to execute a Mortgage/Deed of Trust in the sum of \$322,700.00 with a loan number of 0912125877 in favor of the LENDER. \$320,500.00
3. Subordinating Party is also making a mortgage loan to the Borrower in the amount of \$N/A in connection with the acquisition of the Property, or now owns or holds an interest as mortgagee of the Property pursuant to the provisions of that certain Mortgage/Deed of Trust dated April 7, 2000, recorded on May 2, 2000, under Document No. 491166, Book 0500 Page 595, County of Douglas, State of Nevada.
4. LENDER is willing to make such loan to Borrower provided that LENDER obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage/Deed of Trust to the lien in favor of LENDER in the manner hereinafter described.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce LENDER to make a loan to Borrower, Subordinating Party hereby agrees with LENDER that the Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions or modifications of it, will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if LENDER's Mortgage/Deed of Trust has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage/Deed of Trust.

Subordinating Party further agrees that:

- 1. Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage/Deed of Trust including, without limitation, additional debt created by any shared appreciation or negative amortization provisions of the Subordinating Party's Mortgage/Deed of Trust (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination

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Agreement. The Mortgage/Deed of Trust securing the Note in favor of LENDER, and any renewals, extensions, or modifications of it, will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

- 2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by LENDER and its successors and assigns. Subordinating Party waives notice of LENDER's acceptance of this Agreement.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Michael L. Knapp

Sandra L. Knapp

Subordinating Party

WITNESS:

By:

(Signature)

Its:

(Title)

STATE OF _____)

COUNTY OF _____)

SS

On this _____ day of _____, 200³,

before me, the undersigned, a Notary Public in and for said county, personally appeared to me he/she is _____ personally known, who being duly sworn, did say that

and that foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and he/she acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

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

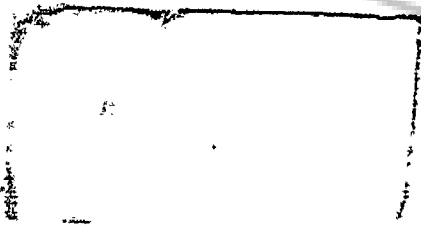
My commission expires _____

Notary Public

FOR OFFICIAL NOTARIZATION
PLEASE SEE ATTACHMENT

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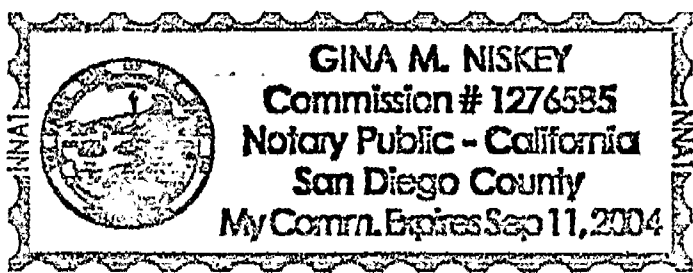
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of San Diego } ss.

On January 30, 2003, before me, Gina M. Niskey, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Michael L. Knapp & Sandra L. Knapp
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she~~ they executed the same in ~~his/her~~ their authorized capacity(ies), and that by ~~his/her~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gina M. Niskey
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

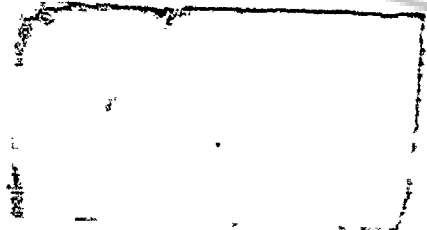
Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER Top of thumb here

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COPY

REQUESTED BY
Stewart Title of Douglas County

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 MAR 14 AM 11:00

WERNER CHRISTEN
RECORDER

\$ 18.⁰⁰ PAID *KJ* DEPUTY

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EX 0303PG06046

