

RECORDED BY  
FIRST CENTENNIAL TITLE CO.

IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2004 MAY 26 PM 3: 37

WERNER CHRISTEN  
RECORDER

\$ 18<sup>00</sup> PAID *cc* DEPUTY

APN 1220-03-210-009

## 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 #: 40104509

ESCROW/CLOSING#: 61548962

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 Tenth day of May, 2004, by **COUNTRYWIDE HOME LOANS, INC.** ("Subordinated Lienholder"), with a place of business at **4500 PARK GRANADA, CALABASAS, CA 91302-1613.**

WHEREAS, CHRISTOPHER FINKE executed and

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delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "**Existing and Continuing Security Instrument**") in the sum of \$20310.00 dated 09/30/2003 , and recorded in Book Volume 1003, Page 1934, as Instrument No. 592456, in the records of DOUGLAS County, State of NV, 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 1410 HONEYLOCUST AVE., GARDNERVILLE, NV 89410 and further described on Exhibit "A," attached.

WHEREAS, CHRISTOPHER FINKE ("**Borrower**") executed and delivered to **COUNTRYWIDE HOME LOANS, INC.**, ("**Lender**"), a deed of trust/mortgage in the sum of \$162400.00, which deed of trust/mortgage (the "**New Security Instrument**") is intended to be recorded herewith in the records of DOUGLAS County, State of NV 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.

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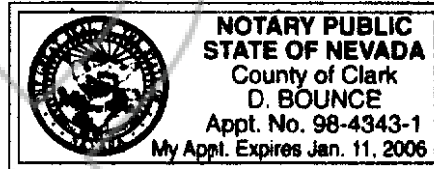
**ALL PURPOSE ACKNOWLEDGMENT**

STATE OF NV  
COUNTY OF Clark }

On May 18<sup>th</sup>, 2004 before me, D. Bounce (notary) personally appeared Jeanie Bolich (name), **BRANCH MANAGER**, personally known to me (or 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.

Signature \_\_\_\_\_



(NOTARY SEAL)

**ATTENTION NOTARY:**

Although the information requested below is **OPTIONAL**, it could prevent fraudulent attachment of this certificate to another document.

THIS CERTIFICATE **MUST** BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT

Title of Document Type \_\_\_\_\_  
Number of Pages \_\_\_\_\_ Date of Document \_\_\_\_\_  
Signer(s) Other Than Named Above \_\_\_\_\_

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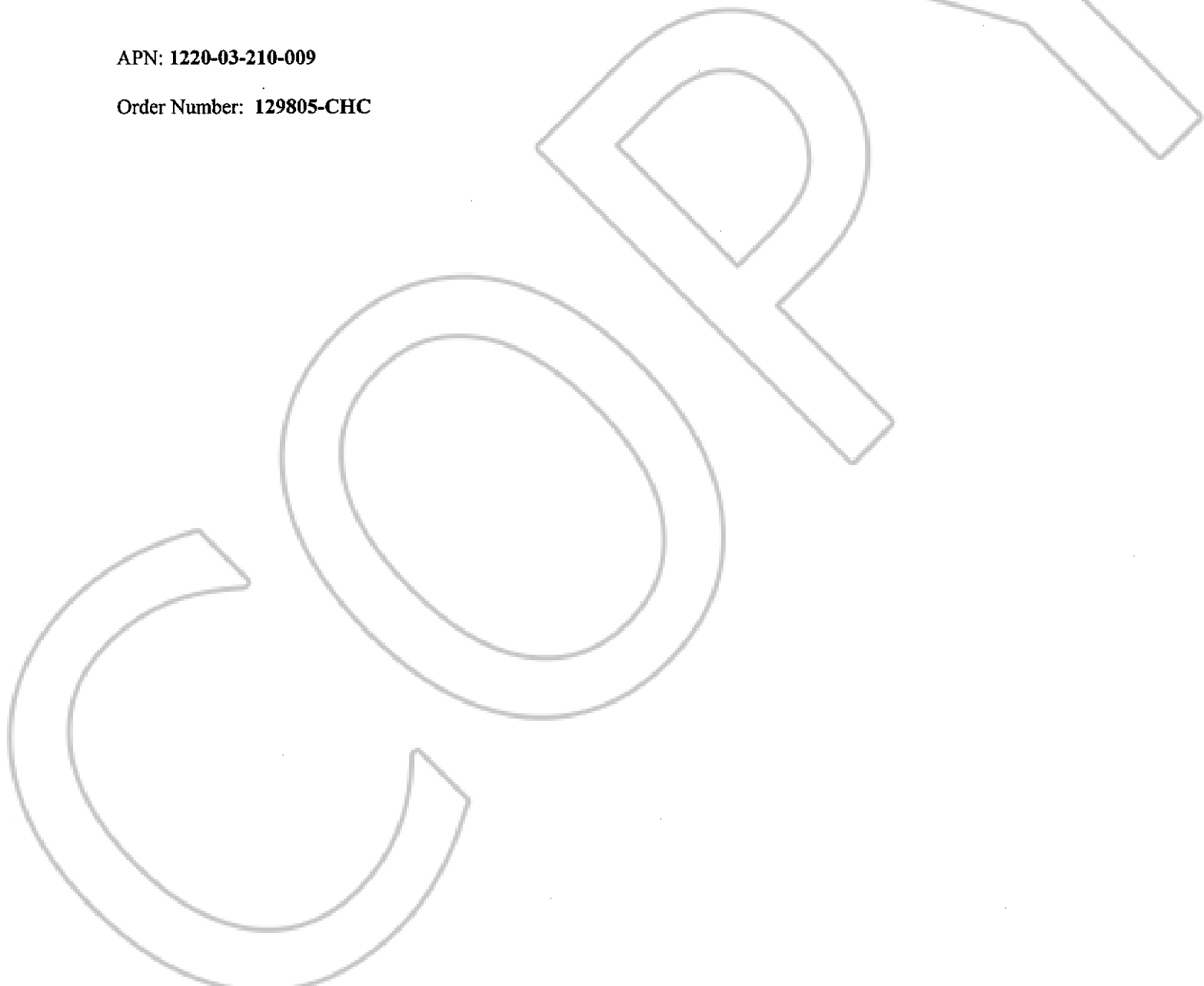
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**EXHIBIT "A"**  
**Legal Description**

**Lot 8, in Block B, as set forth on Final Subdivision Map LDA 01-047, A Planned Unit Development for ARBOR GARDENS, PHASE 1, filed for record in the Office of the County Recorder of Douglas County, State of Nevada, on October 18, 2002, in Book 1002, Page 8115, as Document No. 555262, and by Certificate of Amendment recorded February 20, 2003, in Book 0203, at Page 7818, as Document No. 567590.**

APN: 1220-03-210-009

Order Number: 129805-CHC



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