REQUESTED BY,

Nanscentinentes
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2004 OCT 21 AM II: 52

WERNER CHRISTEN RECORDER

1700 Be DEPUTY

Prepared by & Return to: TransContinental Title Co. 4033 Tampa Rd Suite 101 Oldsmar, FL 34677 800-225-7897

APn: 1219/15/001/050

When Recorded Return to:

First Tennessee Bank National Association, Grantor

P.O. Box 1/7888 Memphis, TN 38187-0888

40-340897

SUBORDINATION AGREEMENT Account No. 4458370393566845

## RECITALS:

WHEREAS, Curtis Campbell, a married man as his sole and separate property (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

887 Bollen Circle Gardnerville, NV 89460

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$126,000.00 from Chase Manhattan Mortgage Corporation (the "Grantee"), whose address is: 660 South Mill Avenue, Tempe, AZ 85281 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Horizon Home Loan Corporation (the Grantor), whose address is 4000 Horizon Way, Irving, TX 75063 has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, recorded November 21, 2000, and recorded as Book 1100 Page 3982, Official Records of Douglas County, State of Nevada.

0627259

01-Oct-04

BK 1004 PG 08541

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

## AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- This Agreement shall be construed in accordance with the laws of the State of Tennessee.

WITNESS:

First Horizon Home Loan Corporation (Grantor)

## **ACKNOWLEDGMENT**

			\	1
STATE OF	Tennessee	_ )	\	\
COUNTY OF_	Shelby	) ss: _ )	\	\
Before me,	Brenda Itabiyi E. Blackburn	_of the state and county	y mentioned, personall	y appeared_
Kuth 1	e. Blackburn	_, with whom I am pers	onally acquainted (or p	proved to me
on the basis of	satisfactory evidence), and who,	upon oath, acknowledg	ged such person to be	the Limited
Vice President of	of First Horizon Home Loan Cor	poration, the within nam	ed bargainer, a corpor	ation, and
that he/she, as	such Limited Vice President, exc	ecuted the foregoing ins	trument for the purpos	e therein
	ersonally signing the name of th			. 1
	and and official seal on this		tober , 2004.	
			. \	1
		D = 1	11/11	
		Grenda	Walny'	
	<	Notar	y Publiculium	
			WINDA FAR	
My Commission	n expires: <i>子</i> ・ スフ - 0 フ		Section 11 The section of the sectio	
,			NOTARY	
		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	PUBLIC	
		\ \ <u>\</u>	AT .E	
STATE OF		)	LARGE S	
01/112 01		) ss:	A A A A A A A A A A A A A A A A A A A	
COUNTY OF		) 93.	TO COUNTY HIT	
COUNTY OF	<del></del>	_ / /		
Dorgonally and	second hofore may a Natory Bubli	e far the State and Cour	ativ oforogoid	
Personally appe	eared before me, a Notary Publi			
		rustee named in the fore		
	uainted (or proved to me on the l			wledged
that ne/she exe	cuted the foregoing instrument f	or the purposes therein	contained.	
	\ . \ \	\ .\		
WITNESS my h	nand and official seal on this	day of	, 20	
	\ \	1 1		
		/ /		
		Notar	y Public	
My Commission	n expires:			
/				
	The state of the s			

[INSERT ACKNOWLEDGEMENT FORM REQUIRED BY APPROPRIATE STATE LAW]

0627259

BK 1004 PG 08543

EXHIBIT "A"

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

LOT 50, AS SHOWN ON THE OFFICIAL MAP OF SHERIDAN ACRES UNIT NO. 1, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON JUNE 8, 1966, IN BOOK 41, PAGE 192, AS DOCUMENT NO. 32486.

END OF SCHEDULE A

BEING THE SAME PROPERTY CONVEYED TO CURTIS CAMPBELL, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY BY DEED FROM GEORGE F. JONES, A MARRIED MAN AS HIS SOLE AND SEPARATE PROPERTY RECORDED 05/17/2000 IN DEED BOOK 0500 PAGE 3728, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.

0627259 BK 1004 PG 08544