DOC # 0641569
04/13/2005 02:59 PM Deputy: KLJ
OFFICIAL RECORD
Requested By:
U S RECORDINGS INC

Douglas County - NV Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00 BK-0405 PG-4941 RPTT: 0.00



ASSESSOR'S PARCEL NO.: 1320-301-140-05

WHEN RECORDED MAIL TO:
Greater Nevada Credit Union
P O Box 2128
Carson City, NV 89701

SUBORDINATION AGREEMENT

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.

24106802

Recording Requested by & When Recorded Return To:
US Recordings, Inc.
2925 Country Drive Ste 201
St. Paul, MN 55117

THIS AGREEMENT, made November 4, 2004 by PAUL H. PUNSALANG AND KATHLEEN A. PUNSALANG.

Owner of land hereinafter described and hereinafter referred to as "Owner", and Greater Nevada Credit Union (formerly known as Nevada Community Federal Credit Union), present owner and holder of the deed of trust and note hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated **July 8, 1998** to **Marquis Title and Escrow** as trustee covering:

See Exhibit "A" attached hereto made a part hereof

To secure a note in the sum of \$ 15,000.00, dated, July 8, 1998 In favor of Beneficiary, which deed of trust was recorded on July 13, 1998 in Book , Official Records, Page # , as Document No. 0444229.

		execute, a deed of trust and	note in the sum of
\$ 122,800.00, dated	11/12 , 2004	in favor of Chase Manhatta	n Mortgage Corp.
hereinafter referred to a	as "Lender", payable w	ith interest and upon the ter	ms and conditions
described therein, which	deed of trust will recon	d concurrently herewith on 🛂	<u>/s/05 </u>
in Book	Official Records, Page_	, as Document No.963	3758; and

WHEREAS, It is a condition precedent to obtaining said loan from Lender that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first mentioned: and

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WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, it is to the mutual benefit of the parties hereto that, Lender make such a loan to Owner, and Beneficiary is willing the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

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 said deed of trust securing said note in favor of Lender, 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 lien or charge if the deed of trust first above mentioned.
- 2) That Lender would not make its loan above described without this subordination agreement.
- 3) That this agreement shall supercede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lien or charge of the deed or trust first above mentioned to the lien or charge of said deed of trust in favor of Lender, which provisions are inconsistent or contrary to the provisions herein.

Beneficiary declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in 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 that those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being paid 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 ALLOWS THE PERSON OBLIGATED TO YOU REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

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PG- 4942 04/13/2005 **GREATER NEVADA CREDIT UNION 451 EAGLE STATION LANE**

CARSON CITY, NV 89701

BENEFICIARY: Marcus Wertz

Consumer Lending/Supervisor

athleen a Punsa OWNER, KATHLEEN A. PUNSALANG

State of Nevada

County of Washoe PONGLAD APM

This instrument was acknowledged before me on November 4, 2004 by Marcus Wertz PAUL H. PUNSALANG AND KATHLEEN A. PUNSALANG

My commission expires: 4 -1

ROBERT D. McNEELY NOTARY PUBLIC STATE OF NEVADA Date Appointment Exp: 04-23-2008

Certificate No: 96-2147-3

BK- 0405 PG- 4943 04/13/2005

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Exhibit "A"

THE FOLLOWING DESCRIBED REAL PROPERTY SITUATE IN THE CITY OF MINDEN, COUNTY OF DOUGLAS, AND STATE OF NEVADA, TO WIT:

LOT 9, IN BLOCK L, AS SHOWN ON THE OFFICIAL MAP OF WESTWOOD VILLAGE UNIT NO. 2, PHASE 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 3, 1989, IN BOOK 389, PAGE 336, AS DOCUMENT NO. 197457.

TAX ID #: 1320-301-140-05

BY FEE SIMPLE DEED FROM AIDA ALVAREZ, A WIDOW AS SET FORTH IN DEED BOOK 0797, PAGE 2366 AND RECORDED ON 7/15/1997, DOUGLAS COUNTY RECORDS.

THE SOURCE DEED AS STATED ABOVE IS THE LAST RECORD OF VESTING FILED FOR THIS PROPERTY. THERE HAVE BEEN NO VESTING CHANGES SINCE THE DATE OF THE ABOVE REFERENCED SOURCE.

U24406802-01NH04

SUBORDINATION AG REF# 04CM34462 US Recordings

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