

Assessor's Parcel Number: 1270-20-002-003

Recording Requested By:

Name: Stewart Title

Address: _____

City/State/Zip _____

Real Property Transfer Tax:

DOC # 0703269
06/18/2007 03:06 PM Deputy: DW

OFFICIAL RECORD

Requested By:
STEWART TITLE

Douglas County - NV
Werner Christen - Recorder

Page: 1 of 6 Fee: 19.00
BK-0607 PG- 5445 RPTT: 0.00



\$ _____

Subordination Agreement

(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

APN 1220-20-002-003

DOT & Mortgage

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT made this 31 day of May, 2007, by and between American Home Mortgage Acceptance, Inc ("First Lender") and ("Trustees"), trustees for American Home Mortgage (the "Second Lender").

WHEREAS, the First Lender is the mortgagee under a mortgage (the "First Mortgage") dated September 22, 2006 from Kristofer L Hukari and Katherine Barr Hukari (the "Borrowers") to the First Lender, which First Mortgage encumbers certain real property in Douglas County, known as 652 Larkspur Lane, Gardnerville Nevada 89460 and more particularly described therein (the "Premises"), the First Mortgage being recorded in Liber 0906, folio 10829 and having been given to secure a debt in the principal sum of Three Hundred Fifty Thousand and No/100 Dollars (\$350,000), and

WHEREAS, the Second Lender has, this date, agreed to make a loan of Seven Hundred Thousand and No/100 Dollars (\$ 700,000) to Borrowers, which loan will be secured by a Deed of Trust encumbering the Premises and dated of even date herewith from the Borrowers to the Trustees for the benefit of the Second Lender (the "Second Deed of Trust"); and

WHEREAS, the Second Lender is unwilling to make the aforesaid loan to the Borrowers unless the First Lender agrees to subordinate the First Mortgage to the Second Deed of Trust, which the First Lender has agreed to do.

NOW, THEREFORE, THIS SUBORDINATION AGREEMENT WITNESSETH, that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree and covenant as follows:

1. First Lender, does hereby subordinate the First Mortgage and the indebtedness secured thereby to the Second Deed of Trust, to the end that the Second Deed of Trust shall be in all respects and for all purposes superior to the First Mortgage.
2. First Lender hereby acknowledges and agrees that: (i) the Second Deed of Trust is and shall constitute the first, prior and superior lien on and against the Premises; and (ii) the First Mortgage and the indebtedness secured thereby is and shall be subject and inferior in all respects to the Second Deed of Trust and the indebtedness secured thereby.
3. This Subordination Agreement shall be binding upon the First Lender, and its successors and assigns, and shall operate to the benefit of the Second Lender, the Trustees and their respective successors and assigns and any purchaser by either a deed-in-lieu of foreclosure or at any foreclosure sale instituted pursuant to the Second Deed of Trust.
4. First Lender hereby agrees to execute, acknowledge and deliver such further instruments as may be necessary to effectuate the purposes of this subordination.

Multi-State except: HI,IA,KY and WI



BK- 0607
PG- 5446

WITNESS the following hands and seals of the parties hereto as of the day and year first above written.

ATTEST:

Christophe Lyth

American Home Mortgage

By: Veronica Narrow
Vice President, Veronica Narrow

ATTEST:

Katherine Bentler

American Home Mortgage

By: Veronica Narrow
Vice President, Veronica Narrow

Trustee

Trustee

STATE OF California)
) SS
COUNTY OF Orange)

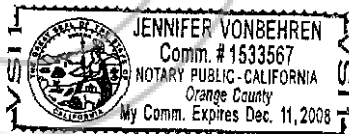
I HEREBY CERTIFY that on this 31 day of MAY, 2007, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared VERONICA NARROW, known to me to be the person whose name is subscribed to the within instrument as Vice President of American Home Mortgage and did acknowledge that he/she executed the same for the purposes therein contained, and signed the same in my presence.

IN WITNESS whereof, I hereunto set my hand and official seal.

My Commission Expires: 12/11/08

Notary Public

JA



Multi-State except: HI, IA, KY and WI

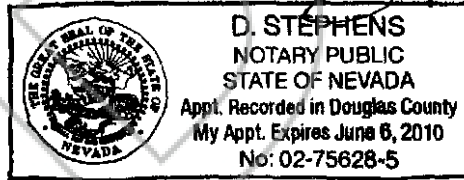
STATE OF NV)
) SS
COUNTY OF DOUGLASS)

I HEREBY CERTIFY that on this 13 day of JUNE 2007, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared KRISTOFER L. HUKAR / KATHERINE BAKER HUKAR known to me to be the person whose name is subscribed to the within instrument as Vice President of American Home Mortgage and did acknowledge that he/she executed the same for the purposes therein contained, and signed the same in my presence.

IN WITNESS whereof, I hereunto set my hand and official seal.

My Commission Expires: 6.6.10

Notary Public



STATE OF NV)
) SS
COUNTY OF DOUGLASS)

I HEREBY CERTIFY that on this 13 day of JUNE, 2007, before the undersigned officer, a notary public in and for the state and county aforesaid, personally appeared _____ and _____, Trustees, whose names are subscribed to the within instrument and did acknowledge that they executed the same for the purposes therein contained, and signed the same in my presence.

IN WITNESS whereof, I hereunto set my hand and official seal.

June 6, 2010
Notary Public My Commission Expires:

Multi-State except: HI,IA,KY and WI

EXHIBIT "A"
LEGAL DESCRIPTION

Order No.: 070300836

The land referred to herein is situated in the State of Nevada,
County of DOUGLAS, described as follows:

PARCEL 1:

A parcel of land located within a portion of the Southwest
one-quarter (SW 1/4) of Section 20, Township 12 North,
Range 20 East, M.D.B.&M., Douglas County, Nevada, described
as follows:

Commencing at the Northwest corner of Parcel 3 as shown on
the Parcel Map for Robert A. and Margery A. Kimmerling and
recorded in Book 779 at Page 1846 as Document No. 35027,
Douglas County, Nevada, Recorder's Office; thence North
67°56'01" East, 52.72 feet to THE TRUE POINT OF BEGINNING;
thence continuing North 67°56'01" East, 758.81 feet to the
Northeast corner of said Parcel 3; thence South 00°15'28"
West 486.23 feet; thence South 00°09'18" West 616.62 feet;
thence South 00°18'30" West 406.86 feet to the Southeast
corner of said Parcel 3; thence South 89°55'30" West,
450.13 feet; thence North 19°49'27" West, 248.60 feet;
thence North 16°37'22" West, 776.46 feet; thence North
11°21'30" West, 71.85 feet; thence North 12°26'55" East,
75.44 feet; thence North 32°48'44" East, 70.94 feet; thence
North 23°21'42" East, 74.51 feet to THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NO. 1220-20-002-003

Reference is made to Record of Survey recorded December 8,
1989 in Book 1289, at Page 909, as Document No. 216208.

EXCEPTING THEREFROM any portion of said land lying within
the ordinary high water line of the Carson River.

PARCEL 2:

A NON-EXCLUSIVE 50 foot roadway and utility easement
located within a portion of Section 20, Township 12 North,
Range 20 East, Mount Diablo Baseline and Meridian, Douglas
County, Nevada described as follows:

Commencing at the Northeast corner of Parcel No. 1 as shown
Continued on next page

LEGAL DESCRIPTION - continued
Order No.:070300836

on the Parcel Map for Robert A. and Margery A. Kimmerling and recorded in Book 779 at Page 1846 as Document No. 35027, Douglas County, Nevada, Recorder's Office; thence South, 392.07 to THE POINT OF BEGINNING; thence continuing South, 50.95 feet; thence South 03°07'10" East, 250.34 feet; thence North 62°35'55" West, 17.34 feet; thence South 04°03'18" West, 211.20 feet to the Southeast corner of said Parcel 1; thence, within a portion of Parcel 2 per said Document No. 35027, continuing South 04°03'18" West, 197.02 feet; thence South 00°28'48" East, 80.46 feet to the Southeast corner of said Parcel 2; thence along the South line of Parcel 2, South 67°56'01" West, 53.77 feet, thence North 00°28'48" West, 102.13 feet; thence North 04°03'18" East, 197.23 feet to the South line of Parcel 1; thence continuing North 04°03'18" East, 307.41 feet; thence North 03°07'10" West, 92.45 feet, thence North, 93.16 feet, thence North 78°53'26" East, 50.95 feet to THE POINT OF BEGINNING.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED MAY 2, 2006, BOOK 0506, PAGE 1161, AS FILE NO. 674000, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."