

131

Assessor's Parcel Number: 1420-28-211-028

Recording Requested By: United Lenders Serv.

Name: _____
United Lender Services

Address: _____
2000 Cliffmine Rd, Suite 610
Pittsburgh, PA 15275

City/State/Zip _____

Real Property Transfer Tax: \$ 0

DOC # 0720366
03/27/2008 10:35 AM Deputy: SD
OFFICIAL RECORD
Requested By:
UNITED LENDER SERVICES
DIVISION
Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 5 Fee: 18.00
BK-0308 PG- 6346 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.

SUBORDINATION AGREEMENT

THIS AGREEMENT (the "Agreement"), is made this 27th day of **December, 2007** by and between **DEUTSCHE BANK NAT TRUST AS TRUSTEE FFMLT 2007-FFB-SS** (the "Beneficiary") and **NationPoint, a Div. of FFFC, and Op. Sub. of MLB&T Co., FSB**, Its Successors and/or Assigns, as their interest may appear (the "Lender") with regard to certain financial obligations of **John Michael Eddy** (The "Borrower") whether one or more.

WHEREAS, First Franklin, a division of National City Bank of Indiana, the holder of a Mortgage/Deed of Trust from the Borrower encumbering property known as **2911 Hot Springs Road, Minden NV 89423, dated March 30, 2005 and recorded March 31, 2005 as Instrument No. 0640577 of Official Records**, securing an obligation in the amount of **Eighty Thousand Four Hundred and 00/100 (\$80,400.00)**. According to the public records, the beneficial interest under the deed of trust was assigned to **First Franklin Financial Corporation by assignment recorded May 17, 2005 as Instrument No. 0644583 of Official Records**.

WHEREAS, Borrower has requested a loan from Lender in the maximum principal amount of **Three Hundred Thirty Seven Thousand and 00/100 Dollars (\$337,000.00)**, or renewed from time to time, and to be secured by a mortgage/deed of trust encumbering said Property, of even date therewith from the Borrower to the Lender (the "Mortgage").

WHEREAS, as a condition precedent to making the Loan, the Lender requires that the Mortgage establish a first lien on a security interest in the Property.

NOW, THEREFORE, IN CONSIDERATION of the premises which are made a substantive part of this Agreement, the sum of Two Hundred Fifty dollars (\$250.00), the receipt whereof is hereby acknowledged, and the mutual covenants, promises, and agreements hereinafter set forth, and intending to be legally bound hereby, the parties do hereby covenant, promise, and agree as follows:

1. Following due execution and recordation of Mortgage the Beneficiary subordinates the priority of its mortgage to the lien and priority of the Mortgage.
2. As between the Beneficiary and the lender, the Mortgage of the Lender shall be a prior lien upon the property with all of the rights, privileges and remedies of a prior lien incident thereto; and said parties further agree that this waiver is not a waiver of priority of payments due thereon, nor does it require that the superior lien of the Lender be satisfied prior to satisfaction of the mortgage lien of the Beneficiary, and in no way affects or impairs the obligation and debt due to the Beneficiary and is limited solely to the aforesaid Lender and no others; provided that the Mortgage of the Lender shall not be further subordinated to any other mortgage, lien or encumbrance without the prior written consent of the Beneficiary.
3. This Agreement shall not be construed to apply to any sums which may be extended or advanced by the Lender over and above the maximum amount referred to above, whether the same shall be extended or advanced in the form of renewal(s), modification(s), refinance(s) or rewriting(s) of the Borrower's loan.
4. This Agreement shall only be construed to determine the rights of the parties hereto with respect to each other and shall not be construed to provide any benefit to any other party. In the event a lawful authority determines that the Lender's Mortgage is defective in providing the Lender with a lien on the Property, the Beneficiary's subordination as evidenced in this Agreement shall be void.
5. This agreement shall be binding upon and inure to the benefit of the parties of this Agreement and to their successors, assigns and/or personal representatives.
6. Any modifications of this Agreement shall not be effective unless in writing and signed by the party to be charged. Should any clause be found enforceable, it shall be treated as severed from this Agreement and shall not affect the enforceability of the balance of this Agreement.

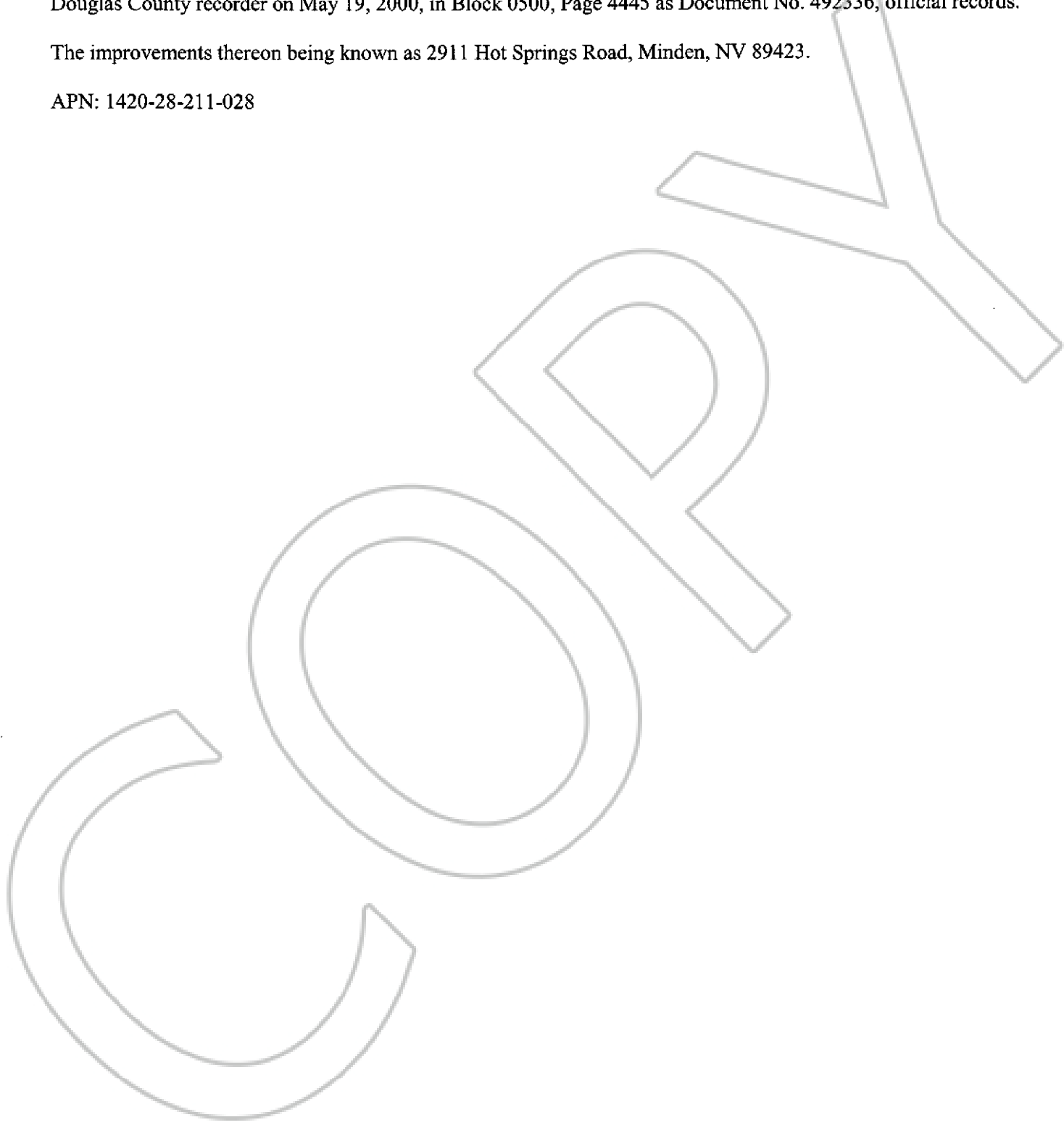


Real property in the City of Minden, County of Douglas, State of Nevada, described as follows:

Lot 4, in Block A, as set forth on the Map of Saratoga Springs Estate Unit No. 4, filed for record in the office of Douglas County recorder on May 19, 2000, in Block 0500, Page 4445 as Document No. 492336, official records.

The improvements thereon being known as 2911 Hot Springs Road, Minden, NV 89423.

APN: 1420-28-211-028



WITNESS the duly executed and authorized signature of the parties to this Agreement as of the day and year first above written.

ATTEST:

Home Loan Services, Inc. as servicer for
DEUTSCHE BANK NAT TRUST
AS TRUSTEE
FFMLT 2007-FFB-SS

Tiffani M. Wilson
Tiffani M. Wilson

By: [Signature] (SEAL)
Name: Gary S. Fedoronko
Title: Assistant Vice President

State of Pennsylvania)) SS:
County of Allegheny)

Gary S. Fedoronko of Home Loan Services Inc. acknowledged the foregoing instrument before me this 27th day of December 2007, on behalf of the Beneficiary. He is personally known to me and did take an oath.

Katherine A. Weir
Notary Public

My Commission expires: 11/17/11

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Katherine A. Weir, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Nov. 17, 2011
Member, Pennsylvania Association of Notaries

ATTEST:

Kendra King
Kendra King

LENDER:

By: [Signature] (SEAL)
Name: KRISTIE MARTIN
Title: DIRECTOR, RETAIL

State of)) ss:
County of)

The foregoing instrument was acknowledged before me this, the _____ day of _____ 2007, by _____ of the Corporation. He/she is personally known to me and did take an oath.

Notary Public

My Commission expires:

see attached acknowledgment



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Orange

On January 2nd, 2008 before me, Michelle Kotnik, Notary Public
(Here insert name and title of the officer)

personally appeared Kristie Martin

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Michelle Kotnik
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

<p>DESCRIPTION OF THE ATTACHED DOCUMENT</p> <p><u>Subordination Agreement</u> <small>(Title or description of attached document)</small></p> <p><small>(Title or description of attached document continued)</small></p> <p>Number of Pages <u>2</u> Document Date <u>Dec. 27th 2007</u></p> <p><u>Loan # 1044465854</u> <small>(Additional information)</small></p>
--

<p>CAPACITY CLAIMED BY THE SIGNER</p> <p><input type="checkbox"/> Individual (s)</p> <p><input type="checkbox"/> Corporate Officer</p> <p><small>(Title)</small></p> <p><input type="checkbox"/> Partner(s)</p> <p><input type="checkbox"/> Attorney-in-Fact</p> <p><input type="checkbox"/> Trustee(s)</p> <p><input type="checkbox"/> Other _____</p>
--