

DOC # 736956
02/03/2009 09:35AM Deputy: GB
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 17.00
BK-209 PG-464 RPTT: 0.00



A.P.N. 1318-24-701-006
Escrow No.: DO-1081031-LS

RECORDING REQUESTED BY:

AND WHEN RECORDED, MAIL TO:

Carson City Public Works

3505 Butti Way

Carson City, NV 89701

THIS SPACE FOR RECORDER'S USE ONLY

AGREEMENT FOR SUBORDINATION OF A DEED OF TRUST TO AN EASEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE EASEMENT DESCRIBED HEREIN.

THIS AGREEMENT, made this 9TH day of **DECEMBER, 2008**, by **J. BLAINE WINES AND MARCIA WINES, HUSBAND AND WIFE AS JOINT TENANTS**, owner of the land hereinafter described and hereinafter referred to as "Owner", and **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. (MERS), BENEFICIARY ACTING SOLELY AS A NOMINEE FOR GMAC MORTGAGE CORPORATION (LENDER)**, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated **DECEMBER 30, 2005**, to **EXECUTIVE TRUSTEE SERVICES INC**, as trustee, covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the sum of **\$70,000.00**, dated **DECEMBER 30, 2005**, in favor of Beneficiary, which deed of trust was recorded on **FEBRUARY 21, 2006** in Book 0206, Official Records, Page 6385, as Document No. 668291; and

WHEREAS, Owner has executed, or is about to execute, an Easement Deed dated **OCTOBER 17, 2008**, in favor of **THE STATE OF NEVADA**, acting by and through its Department of Transportation, hereinafter referred to as "STATE," which Easement Deed will record concurrently herewith on 02/03/2009, as Document No. 736955; and

WHEREAS, it is a condition for obtaining said easement from State that said Easement Deed last above mentioned shall unconditionally be and remain at all times, prior and superior to the lien or charge of the deed of trust first above mentioned; and

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, it is hereby declared, understood and agreed as follows:

(1) That said Easement Deed shall unconditionally be and remain at all times prior and superior to the lien or charge of the deed of trust first above mentioned.

(2) That this agreement shall supersede 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, with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the Easement Deed which provisions are inconsistent or contrary to the provisions herein.

Beneficiary declares, agrees and acknowledges that

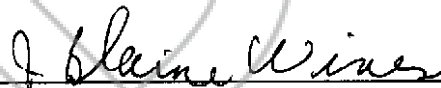
(a) He consents to and approves (i) the legal description contained in the Easement deed, and (ii) all agreements, including but not limited to any escrow agreements, between Owner and City ;

(b) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust first above mentioned in favor of the Easement Deed upon said land in favor of State above referred to 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.

LENDER:
MORTGAGE ELECTRONIC REGISTRATION
SYSTEMS INC. (MERS)

OWNER:


BY: Rebecca Wirtz
ITS: Assistant Secretary


J. BLAINE WINES


MARCIA WINES



(ALL SIGNATURES MUST BE ACKNOWLEDGED)

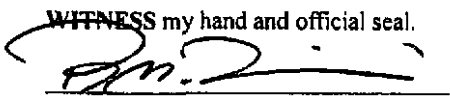
IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

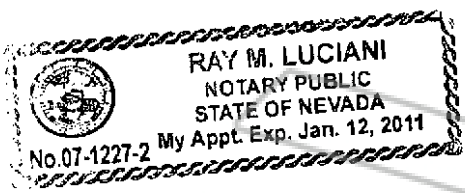
(CLTA SUBORDINATION FORM "A")



STATE OF Nevada)
) ss.
COUNTY OF Douglas)

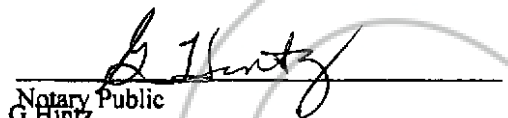
On this 2nd day of February, 2009, personally appeared before me a Notary Public in and for Washoe County, State of Nevada, J. BLAINE WINES AND MARCIA WINES known to me to be the persons described in and who executed the foregoing instrument, who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

NOTARY PUBLIC



STATE OF Iowa)
COUNTY OF Black Hawk)

On December 9, 2008, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Rebecca Wirtz, Assistant Secretary, Mortgage Electronic Registration Systems, Inc. ("MERS") known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the within instrument pursuant to its By-laws and Resolution of its Board of Directors.


Notary Public
G Hintz
My Commission expires: 07/11/2009



**DO-1081031-LS
1081031**

EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

The Northwest ¼ of the Northeast ¼ of the Southeast ¼ of Section 24, Township 13 North, Range 18 East, M.D.B.&M.

EXCEPTING THEREFROM that portion lying within Kingsbury Grade.

FURTHER EXCEPTING THEREFROM that portion conveyed to the County of Douglas by deed recorded July 9, 1982 in Book 782, Page 364, Document No. 69221, described as follows:

Commencing at the Northeast corner of Lot 6 of Ansaldo Acres as recorded October 26, 1959 as Document No. 15143 of the Official Records of Douglas County, Nevada; thence North 07°53'55" West, a distance of 436.38 feet to the TRUE POINT OF BEGINNING; thence North 37°39'11" West, a distance of 19.00 feet to a point; thence along a tangent curve to the right having a radius of 110 feet through a central angle of 175°56'10" a distance of 78.67 feet to a point; thence South 00°00'49" West, a distance of 16.00 feet to a point; thence North 87°49'11" West, a distance of 18.00 feet to a point; thence South 74°00'49" West, a distance of 16.50 feet to a point; thence South 66°30'49" West, a distance of 14.00 feet to a point; thence South 59°30'49" West, a distance of 18.50 feet to the TRUE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM that portion of said land as described in Deed to the State of Nevada in document recorded March 1, 1989 in Book 389, Page 020, as Document No. 197305.

Note: Legal description previously contained in Book 1103 at Page 2345 as Document No. 595980, recorded on November 5, 2003.



BK-209
PG-467