

APN # 1219-26-001-028

Escrow # 1030199D --CT

Recording Requested By:  
First Centennial Title Company  
1450 Ridgeview Dr. #100  
Reno, NV 89509

When Recorded Return to:  
First Centennial Title Company  
1450 Ridgeview Dr. #100  
Reno, NV 89509

DOC # 739421  
03/12/2009 08:28AM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
FIRST CENTENNIAL - RENO  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-309 PG-2781 RPTT: 0.00



SPACE ABOVE FOR RECORDERS USE

**Subordination Agreement**

(Title of Document)

**Please complete Affirmation Statement below:**

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

**-OR-**

I, the undersigned, hereby affirm that the attached document, including any exhibits, hereby submitted for recording does contain the social security number of a person or persons as required by law: (state specific law).

*Kathy Pavlik*  
SIGNATURE

\_\_\_\_\_  
Title Officer  
TITLE

Kathy Pavlik  
\_\_\_\_\_  
Print Signature

This page added to provide additional information required by NRS 111.312 Sections 1-2 and NRS 239B.030 Section 4.

**This cover page must be typed or printed in black ink.**

(Additional recording fee applies)

SPACE BELOW FOR RECORDER

APN# 1219-26-001-028

**SUBORDINATION AGREEMENT  
(DEED OF TRUST)**

This Subordination Agreement ("Agreement") is entered into by National City Bank, for itself and/or its successors and assigns ("Subordinating Beneficiary"), and JPMorgan Chase Bank NA ("New Lender").

**RECITALS**

WHEREAS, Richard C. Ferguson and Sandra Jane Ferguson ("Borrower") executed a certain deed of trust dated 7/1/2003, in favor of National City Bank or its predecessor-in-interest identified above, which deed of trust was duly recorded on 7/15/2003, Record No. 0703 on Page 06300, in the DOUGLAS County Recorder's Office, State of Nevada ("Existing Deed of Trust"), with respect to the property ("Property"), described in Exhibit A (attached hereto and incorporated herein), the address and permanent parcel number for which are:

**567 GREEN ACRES DR, GARDNERVILLE, NV 89410**

WHEREAS, the New Lender desires to make a loan in the amount of \$410,700.00 (the "New Loan") to be secured by a deed of trust on the Property (the "New Deed of Trust"), which New Deed of Trust is dated MARCH 5, 2009

WHEREAS, in order to make the New Loan, New Lender has requested subordination of the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, and Subordinating Beneficiary is hereby willing to subordinate the lien of the Existing Deed of Trust to the lien of the New Deed of Trust, to the extent of the New Loan, on the terms and conditions set forth below.

NOW THEREFORE, in consideration of these premises, Subordinating Beneficiary and New Lender agree as follows:

1. The lien of the Existing Deed of Trust is hereby subordinated and postponed in priority to the lien of the New Deed of Trust, in the same manner and with like effect as though the New Deed of Trust had been executed, delivered and recorded prior to the execution, delivery and recordation of the Existing Deed of Trust. Notwithstanding the foregoing, the subordination, as described herein, does not extend to (i) any future advance clause contained in the New Deed of Trust; (ii) any future advance of funds to Borrower by New Lender except for advances under the New Deed of Trust for foreclosure costs and advances for taxes and insurance premiums; or (iii) any debt or obligation of Borrower to New Lender other than the New Loan.

2. The subordination, as described herein, is expressly subject to the valid creation, grant, attachment and perfection of the lien of the New Deed of Trust, and nothing contained herein shall be construed to alter or release indebtedness due and owing to the Subordinating Beneficiary under any obligations secured by the Existing Deed of Trust, and Subordinating Beneficiary specifically reserves and retains all right, title and interest that it holds pursuant to the Existing Deed of Trust, including, without limitation, any right to declare a default, accelerate, and exercise any remedies (including the right to foreclosure); and

3. The terms of the New Loan shall not be modified without the prior written consent of Subordinating Beneficiary. Any modification of the New Loan without the prior written consent of Subordinating Beneficiary shall render this Agreement null and void and of no further force and effect.

08cm 29231



BK-309  
PG-2782

NATIONAL CITY BANK

By:         kz          
Name: Catherine Thompson  
Title: Assistant Vice President

Signed and Acknowledged in the Presence of:

        Carol M. Matejka          
Carol M. Matejka, witness

        Don Clevenger          
Don Clevenger, witness

STATE OF OHIO

} SS

County of Cuyahoga

Before me, the undersigned, a Notary Public in and for said County and State, this 25th day of February, 2009 personally appeared Catherine Thompson as Assistant Vice President of National City Bank and acknowledged the execution of the foregoing Agreement.

        Dena Di Palma          
Notary Public: Dena DiPalma  
My Commission Expires: May 24, 2012  
County Of Residence: Cuyahoga



Dena Di Palma  
Notary Public, State of Ohio  
My Commission Exp 5-24-12

This instrument prepared by Donald Clevenger, National City Bank

Please return to:

**NATIONAL CITY BANK**  
**Lending Services**  
**ATTN: Donald Clevenger**  
**6750 Miller Road, Loc 01-7116**  
**Brecksville OH 44141**



BK-309  
PG-2783

**EXHIBIT "A"**  
**Legal Description**

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

Lot 7, of GREEN ACRES, according to the map thereof, filed in the Office of the County Recorder of Douglas County, Nevada, on September 19, 1966, in Book 44, Page 233, as Document No. 34001.

APN: 1219-26-001-028

