DOC # 746300
06/30/2009 11:46AM Deputy: DW
OFFICIAL RECORD
Requested By:
FIRST CENTENNIAL - RENO
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 2 Fee: 15.00
BK-609 PG-9579 RPTT: 0.00

APN# 1420-28-311-056
WHEN RECORDED MAIL TO
U.S. Bank National Association
Retail Service Center
4325 17th Ave. SW
Fargo, ND 58108-2687

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

## **Deed Of Trust Subordination Agreement**

Account No. 2724

This Agreement is made this 15 day of June, 2009, by and between US Bank National Association ND. ("Bank") and US Bank N.A. ("Refinancer").

Bank is the beneficiary under a deed of trust (the "Junior Deed of Trust") dated 14 day of December, 2007, granted by Clyde Mcadoo and Kathleen Mcadoo, husband and wife ("Borrower"), and recorded in the office of the County Recorder, Douglas County, Nevada, on Book 108, Page 4299, as Document 716558, encumbering the real property described therein (collectively, the "Property"). Refinancer is the beneficiary under a deed of trust (the "Senior Deed of Trust") dated  $\frac{\text{Tune 24, 2009}}{\text{Jog.}}$ , granted by the Borrower, and recorded in the same office on  $\frac{06/30/2009}{\text{Jog.}}$ , as  $\frac{746299}{\text{Jog.}}$ , encumbering the property. To induce Refinancer to make a loan to the Borrower secured by the Senior Deed of Trust, Bank has agreed to execute and deliver this Subordination Agreement.

ACCORDINGLY, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby agrees with Refinancer that the lien of the Junior Deed of Trust on the Property is and shall be and shall remain fully subordinate for all purposes to the lien of the Senior Deed of Trust on the Property, to the full extent of all sums from time to time secured by the Senior Deed of Trust; provided, however, that the total indebtedness secured by the Senior Deed of Trust does not exceed \$ 177,025.00, exclusive of interest thereon, amounts advanced to protect the lien and priority of the Senior Deed of Trust, and costs of collection, and provided further, that this agreement shall not be effective until each other mortgage or other lien recorded against the property (other than the Senior Mortgage) and each judgment that is a lien against the Property shall be subordinated of record of the lien of the Senior Mortgage.

Legal Description: Situated in the County of Douglas and State of Nevada: Lot 124, Block G, as shown on the Final Map No. PD99-02-05 for Saratoga Springs Estates Unit 5, a planned development, recorded in the office of the County Recorder of Douglas County, Nevada, on May 4, 2001, in Book 0501, at page 1402, as Document No. 513570, and further Certificate of Amendment recorded July 17, 2001 as Document No. 518483. Being all of that certain property conveyed to Clyde T. Mcadoo and Kathleen A. Mcadoo, husband and wife, from Debyann Parrish, a married woman as her sole and separate property dated June 21, 2007 and recorded June 28, 2007 in Book 0607, page 9100 in the Land Records of Douglas County, Nevada.

Property Address 2835 La Cresta Cir. Minden, NV 89423

IN WITNESS THEREOF, this Subordination Agreement is executed on the day and year first above stated.

Bank Name: US Bank National Association ND

By: Steven Barnes
Title: Vice President

STATE OF <u>Wisconsin</u>

COUNTY OF Winnebago

The foregoing instrument was acknowledged before me this 15 day of June, 2009, by (name) Steven Barnes, the (title) Vice President of US Bank National Association ND , a national banking association, on behalf of the association.

Jillian Tritt, Notary Public

My Commission Expires: 3/25/2012

Prepared by: Janet Korth/jls

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