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DOC # 746365
06/30/2009 03:33PM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI - NORTH
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 4 Fee: 42.00
BK-609 PG-9917 RPTT: 0.00

SUBORDINATION AGREEMENT

6940813

800-756-3524 Ext. 5011

New Loan #: 1400044838 Assessor's Parcel Number: 1220-17-710-010

This Subordination Agreement is dated for reference 5/20/2009 and is between Carson River Community Bank Whose principal address is: 951 Jacks Valley Road, Suite C, Carson City, NV 89704

(called "Junior Lender") and

New Senior Lender's Name: Wachovia Mortgage, FSB

New Senior Lender's Address: 4101 Wiseman Blvd., San Antonio, TX 78251

(called "New Senior Lender")

RECITALS

A. Junior Lender is the vested holder and owner of the following described promissory note (the "Note") secured by a mortgage or deed of trust (the "Security Instrument") loan number: 81000051

Note and Security Instrument dated: 12/20/2006

Borrower(s) Name(s) ("Borrowers"): Lewis Richard Silvera and Jacqueline Sue Silvera

Property Address: 1145 Colorado Court, Gardnerville, NV, 89460

Legal Description of real property secured by Security Instrument ("Property"):

See Exhibit A (Attached)

Recording Date: 12/26/2006 County: Douglas Amount: \$35,000.00

Recording Instrument Number: 0691528

And modification recorded: 4/2/2007 Amount Modified To: \$60,000.00 Instrument Number: 0698406

B. Borrowers, as current owners of the Property, wish to replace their current first priority mortgage loan on the Property with a new first priority mortgage loan secured by the Property from New Senior Lender in the original principal sum of: \$268,000.00 Date:

(the "New Senior Security Instrument").

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New Senior Lender will not provide this financing without an agreement by Junior Lender to subordinate its lien/security interest lien/security in the Property to the new interest of New Senior Lender.

In consideration of the benefits to Junior Lender from the new financing on the Property provided by New Senior Lender, Junior Lender agrees and declares as follows:

1. Subordination to New Senior Security Instrument

Junior Lender agrees that upon recordation of the New Senior Security Instrument, Junior Lender's lien/security interest in the Property shall be unconditionally and forever inferior, junior and subordinate in all respects to the lien/security interest of Senior Mortgagee's New Senior Security Instrument and all obligations it secures. Junior Mortgagee irrevocably consents to and approves all provisions of the New Senior Security Instrument and the terms of the obligations it secures.

2. No Subordination to Other Matters.

Junior Lender is subordinating its lien/security interest to the New Security Instrument only, and not to other or future liens or security interests in the Property. Junior Lender has no obligation to consent to future requests for subordination of its lien/security interest.

3. No Waiver of Notice.

By subordinating its lien/security instrument, Junior Lender is not waiving any rights it may have under the laws of the State where the Property is located, or Federal law, to notice of defaults or other notices or rights conferred by law to junior lien-holders and mortgagees.

4. Successors and Assigns.

This Agreement shall be binding upon and be for the benefit of any successor or assignee of the New Security Instrument or any successor of either of the parties.

5. Governing Law.

This Agreement shall be governed by the law of the State where the Property is located.

6. Reliance.

This Agreement can be relied upon by all persons having an interest in the Property or the New Senior Security Instrument.

7. Entire Agreement; Amendments.

This Agreement represents the entire and complete agreement between Junior Lender and Senior Lender. Any waiver, modification or notation of this Agreement must be in writing, executed by New Senior Lender (or its successors or assigns) and Junior Lender (or its successors or assigns) and, if this Agreement was recorded in the real estate records of the government entity in which the Property is located, recorded in such real estate records, to be enforceable.

8. Acceptance.

New Senior Lender shall be deemed to have accepted and agreed to the terms of this Agreement by recordation of this Agreement at or about the time New Senior Security Instrument is recorded. This Agreement shall be void if not recorded within 90 days of the reference date first written above.

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(Page 4 heins the legal description)

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JUNIOR LENDER: CARSON RIVER ROMMUNITY BANK
BY:
NAME: BRENT HOLDERMAN
TITLE: SR. VICE PRESIDENT
STATE OF Nevadas COUNTY OF Dovalas On May 22, 2009 before me, Jonathan Moff a Notary Public personally appeared Breat Holdoman 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 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
WITNESS my hand and official seal.
Signature JENNIFER M. MOTTI Notary Public, State of Nevada Appointment No. 03-82214-5 My Appt. Expires July 13, 2011

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ORDER NO:5960813

LEGAL DESCRIPTION

Exhibit A

The following described property:

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

Lot 4, Block C, as shown on the Official Map of Chambers field Subdivision, filed in the Office of the County Recorder of Douglas County, State of Nevada, on January 9, 1979, as Document No. 28862.

Assessor's Parcel No: 122017710010

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