

DOC # 751571
10/01/2009 02:50PM Deputy: SG
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1009 PG-235 RPTT: 0.00



A.P.N. portion of 1319-19-202-003
Escrow No.: do-1081088-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 11th day of March, 2009, by William P. Marshall and Susan Bibeau-Marshall, 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 Countrywide Bank, FSB a Fed. Svgs. Bank (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 November 10, 2007, to Recon Trust Company, N.A., as trustee, covering:

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

to secure a note in the sum of \$496,000.00, dated November 10, 2007, in favor of Beneficiary, which deed of trust was recorded on December 21, 2007 in Book 1207, Official Records, Page 4877, as Document No. 715177; and

WHEREAS, Owner has executed, or is about to execute, an Easement Deed dated February 17, 2009, 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 _____, as Document No. _____; 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) ACTING SOLELY
AS A NOMINEE FOR COUNTRYWIDE BANK
FSB, A FED. SVGS BANK, LENDER

OWNER:


BY: DeSean K. Akins
ITS: Assistant Secretary


WILLIAM P. MARSHALL


SUSAN BIBEAU-MARSHALL

(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)

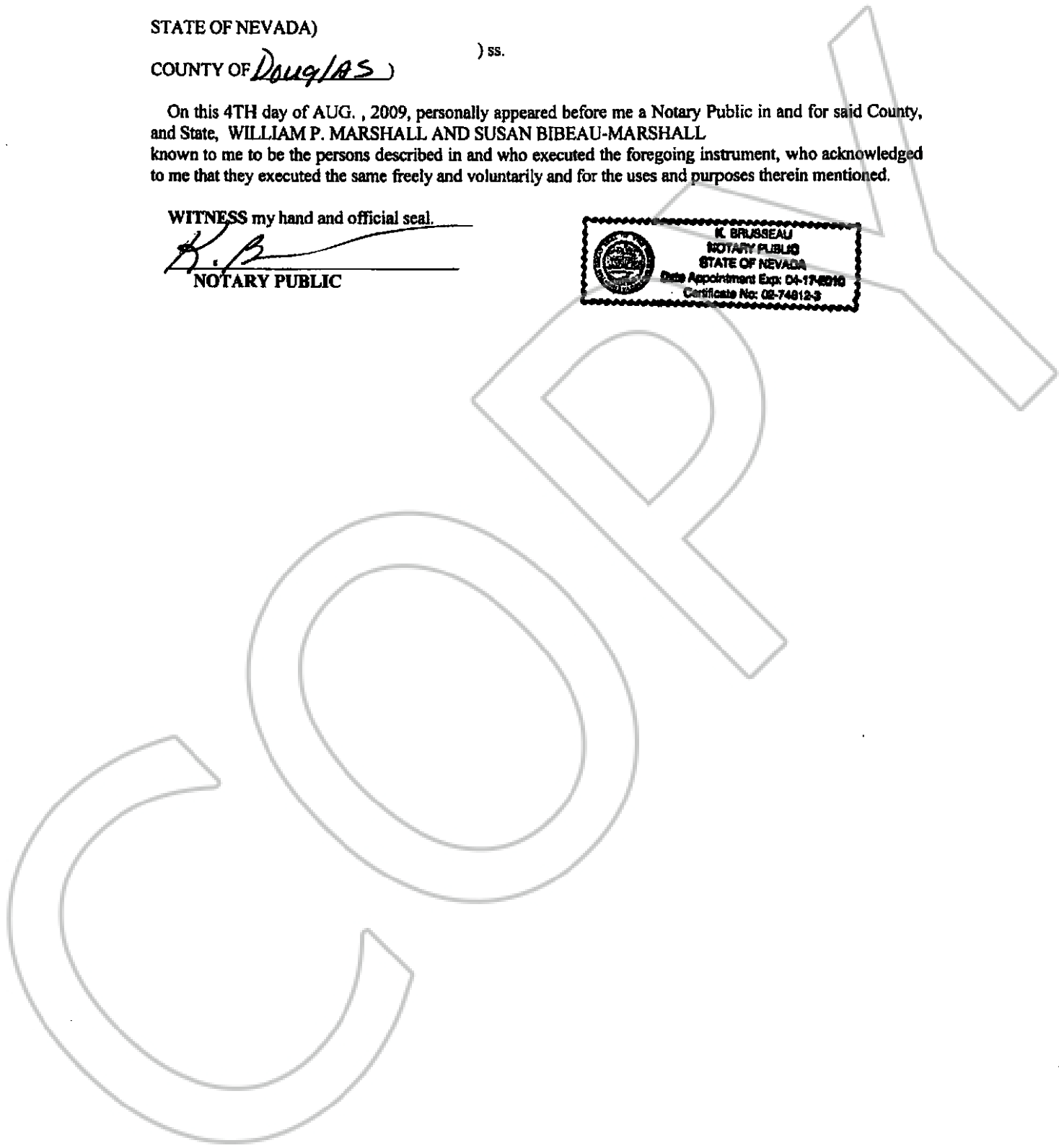
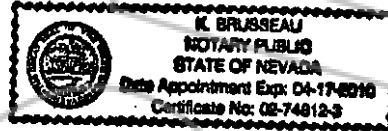
) ss.

COUNTY OF DOUGLAS)

On this 4TH day of AUG. , 2009, personally appeared before me a Notary Public in and for said County, and State, **WILLIAM P. MARSHALL AND SUSAN BIBEAU-MARSHALL** 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.

K. B.
NOTARY PUBLIC





STATE OF TEXAS)

) ss.

COUNTY OF DALLAS)

On this 6 day of May, 2009 personally appeared before me a Notary Public in and for Dallas County, State of ~~Nevada~~ TEXAS DESEAN AKINS known to me to be the person described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Janet Fisher
NOTARY PUBLIC



STATE OF _____)
COUNTY OF _____)

On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared

_____ 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



DO-1081088-LS
1081088

EXHIBIT "A"

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

That portion of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 13 North, Range 19 East, M.D.B.&M., described as follows:

BEGINNING at a point on the North-South centerline of said Section 19, from which the quarter section corner common to Sections 18 and 19 bears North $00^{\circ}00'42''$ West a distance of 1943.73 feet to a point in the Southerly boundary of the parcel of land conveyed to JOHN DELAGRANGE by Deed recorded January 11, 1962 in Book 10 of Official Records, at Page 169, Douglas County, Nevada said point being also a point in the Westerly line of the parcel of land conveyed to the Kingsbury Fire Protection District, by Deed recorded August 20, 1965 in Book 33 of Official Records at Page 760, Douglas County, Nevada; thence from the point of beginning along a non-tangent curve concave to the Southeast, the center of which bears South $04^{\circ}24'43''$ West a distance of 829.64 feet, through a central angle of $23^{\circ}04'36''$ an arc distance of 334.15 feet to a point; thence radial to said curve South $18^{\circ}39'53''$ East a distance of 160.00 feet to the beginning of a non-tangent curve concave to the Southeast the center of which bears South $18^{\circ}39'53''$ East a distance of 669.64 feet and having a central angle of $23^{\circ}08'11''$; thence Easterly along said curve an arc distance of 270.40 feet to a point at the Southwesterly corner of the parcel of land conveyed to the Kingsbury Fire Protection District as hereinabove referred to, said point being on the North-South centerline of said Section 19; thence North $00^{\circ}00'42''$ West along said centerline and the Westerly line of said Fire Protection District Parcel a distance of 161.59 feet to the Point of Beginning.

EXCEPTING THEREFROM a parcel of land for a water pump station and necessary appurtenances, including but not limited to water storage tank lying wholly within the South $\frac{1}{4}$ of the North $\frac{1}{4}$ of Section 19, Township 13 North, Range 19 East, M.D.B.&M., as deeded to Kingsbury General Improvement District, in deed recorded December 19, 1975 and being further described as follows:

COMMENCING at the North $\frac{1}{4}$ corner of said Section 19; thence along the North-South centerline of Section 19 South $00^{\circ}00'42''$ East 1,943.73 feet to the TRUE POINT OF BEGINNING, said point being identical with the point of beginning of Parcel No. 10 described in Document No. 48733 and recorded in Book 77, Page 409 Official Records of Douglas County, Nevada; thence along the North-South centerline of Section 19, South $00^{\circ}00'42''$ East 160.59 feet to a point on a non-tangent curve concave to the South and from which the center bears South $05^{\circ}28'18''$ West 669.64 feet; thence Westerly along said curve through a central angle of $05^{\circ}59'23''$ an arc distance of 70.00 feet; thence parallel to the North-South centerline of Section 19 North $00^{\circ}00'42''$ West 160.00 feet to a point in a non-tangent curve (at the Northwest corner of the herein described easement) from which point the center of said curve bears South $00^{\circ}25'13''$ East 829.64 feet; thence Easterly along said curve an arc distance of 69.97 feet to the POINT OF BEGINNING.

Note: Legal description previously contained in Book 1188 at Page 3071 as Document No. 191176 recorded on November 21, 1988.