



I hereby affirm that this document submitted for recording does not contain a social security number.

Theresa Barrett
Signature

Printed name & title- THERESA BARRETT
DOC AUDIT DEPT FOR SERVICELINK

APN# 1320-31-516-001

Recording Requested By: ServiceLink

Name: ServiceLink

Address: 4000 INDUSTRIAL BLVD.

City/State/Zip: ALIQUIPPA PA, 15001

Document Title: SUBORDINATION AGREEMANT

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from of document), Book recorded County Recorder office.	Page (date) in the	Document #	(type
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If Surveyor, please provide name and address.

This page added to provide additional information required by NRS 111.312 Sections 1-4.
(Additional recording fee applies)

This cover page must be typed.

NV Affirmation cover Sheet - 2/06

VMP ® -368C(NV) (0602)



WHEN RECORDED MAIL TO:
Washington Mutual Bank
Attn: Lien Release Department -
Subordination Team
Mail Stop: FL5-7704
7757 Bayberry Rd.
Jacksonville, FL 32256
1991429

Loan Number: 0889892614

SPACE ABOVE FOR RECORDER'S USE ONLY

SUBORDINATION AGREEMENT

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT

THIS AGREEMENT, made this 5th day of August, 2009 by

Dyke R. Varble and Cynthia D. Varble

owner of the land hereinafter described and hereinafter referred to as "Owner," and

***JPMorgan Chase Bank, National Association, successor in interest to
Washington Mutual Bank, FA #1111 Polaris Parkway
Columbus, OH 43248**

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Dyke R. Varble and Cynthia D. Varble, as Trustor, did execute a Deed of Trust, dated 11-11-2003, to Ticor Title, NLS, as Trustee, covering:

See Exhibit "A" Attached Herein

to secure a Note in the sum of \$100,000.00, dated 11-11-2003, in favor of Washington Mutual Bank, FA which Deed of Trust was recorded on 11-21-2003, in Book 1103, Page 9684, as Instrument No. N/A, of Official Records, in the Office of the County Recorder of Douglas County, State of Nevada; Modification to decrease line of credit to \$85,400.00 to be recorded concurrently herewith; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$305,000.00, dated _____, in favor of Bank of America, NA, hereinafter referred to as "Lender," payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; and



Loan Number: 0669892614.

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

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, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- (1) That said Deed of Trust securing said Note in favor of Lender shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the Deed of Trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deeds of Trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He consents to and approves (i) all provisions of the Note and Deed of Trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;



Loan Number: 0669892614

- (b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and
- (c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the Deed of Trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.



Loan Number: 0669892614

JPMorgan Chase Bank, National
Association, successor in interest to
Washington Mutual Bank, FA

By: K. E. Burton

Name: Kathleen E. Burton

Title: Vice President

OWNER:

By: _____

Dyke R. Varble

By: _____

Cynthia D. Varble

(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.

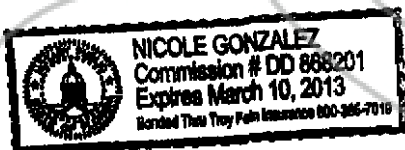
(SUBORDINATION FORM "A")

State of Florida)
) ss.
County of Duval)

I certify that I know or have satisfactory evidence that Kathleen E. Burton is the person who
appeared before me, and said person acknowledged that she signed this instrument, on oath
stated that she was authorized to execute the instrument and acknowledge it as the
Vice President of JPMorgan Chase Bank, National Association, successor in interest to
Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: 8-5-2009

(NOTARY SEAL)



Nicole Gonzalez
Notary Signature
~~Renee C. Brewster~~ Nicole Gonzalez
My Appointment expires: 3-10-13



Loan Number: 0669892614

JPMorgan Chase Bank, National
Association, successor in interest to
Washington Mutual Bank, FA

By: *K. Burton*
Name: Kathleen E. Burton
Title: Vice President

OWNER:

By: *Dylan R. Varble*
Dylan R. Varble

By: *Cynthia D. Varble*
Cynthia D. Varble

(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
THERE TO.

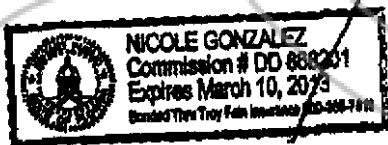
(SUBORDINATION FORM "A")

State of Florida)
) ss.
County of Duval)

I certify that I know or have satisfactory evidence that Kathleen E. Burton is the person who
appeared before me, and said person acknowledged that she signed this instrument, on oath
stated that she was authorized to execute the instrument and acknowledge it as the
Vice President of JPMorgan Chase Bank, National Association, successor in interest to
Washington Mutual Bank, FA to be the free and voluntary act of such party for the uses and
purposes mentioned in the instrument.

Dated: 8-5-2009

(NOTARY SEAL)



Nicole Gonzalez
Notary Signature
Bonnie G. Boulerson Nicole Gonzalez
My Appointment expires: 3-10-13



Loan Number: 0669892614

THE STATE OF NEVADA)
COUNTY OF DOUGLAS)§

On 18 AUG 2009 before me, CAROL WAKELING, Notary
(Notary Name and Title)
personally appeared DYKE R. VABBLE
CYNTHIA J. VABBLE

personally known to me (or 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 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 *Carol Wakeling*



THE STATE OF _____)
COUNTY OF _____)§

On _____, before me, _____
(Notary Name)

personally appeared _____
personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument on the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature _____



NEVADA INDIVIDUAL ACKNOWLEDGMENT

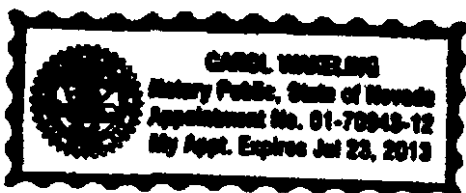
State of NEVADA }
County of DOUGLAS } ss.

This instrument was acknowledged before me
on this the 18 day of AUG, 2009 by
Day Month Year

(1) DYKE R. VARBLE (.)
Name of Signer

(and

(2) CYNTHIA D. VARBLE (.)
Name of Signer



Place Notary Seal and/or Stamp Above

[Signature]
Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here



Exhibit "A"

Legal Description

All that certain parcel of land situated in City of MINDEN, County of DOUGLAS, State of Nevada, being known and designated as follows:

LOT 4, IN BLOCK A, A SET "FORTH ON THE FINAL MAP OF MACKLAND UNIT NO. 2 "PHASE B" FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 25, 1989 IN BOOK 989 AT PAGE 3258, DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 211622.

Being the same property as conveyed from CLARA WIRTHWEIN, TRUSTEE OF THE WIRTHWEIN SURVIVOR'S TRUST UNDER DECLARATION OF TRUST DATED MAY 30, 1966 to DYKE R. VARBLE AND CYNTHIA D. VARBLE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP as described in Corporation Grant, Bargain and Sale Deed, Dated 07/15/1997, Recorded 07/30/1997, in Official Records Book No. 797, Page No. 5268.

Tax ID: 1320-31-516-001

