

DOC # 755414
12/14/2009 08:27AM Deputy: PK
OFFICIAL RECORD
Requested By:
LINEAR TITLE & CLOSING L
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 43.00
BK-1209 PG-2934 RPTT: 0.00



After recording return to:
Linear Title & Closing
127 John Clarke Road, 1st Floor
Middletown, RI 02842

SUBORDINATION AGREEMENT

~~WHEN RECORDED MAIL TO:~~

SPACE ABOVE FOR RECORDERS USE

ASV-34071

MSN SV-79/ DOCUMENT CONTROL DEPT.
P.O. BOX 10266
VAN NUYS CALIFORNIA 91410-0266

Doc ID No.: 0001670562932005N

ESCROW/CLOSING#:

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.

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made this Twenty-first day of October, 2009, by Countrywide Home Loans, Inc. ("Subordinated Lienholder"), with a place of business at 4500 PARK GRANADA, CALABASAS, CA 91302-1613.

WHEREAS, RONALD E BUFFALOE and SANDRA E BUFFALOE executed and



delivered to Subordinated Lienholder, a Deed of Trust/Mortgage (the "Existing and Continuing Security Instrument") in the sum of \$60,000.00 dated 05/18/2007, and recorded in Book Volume 0908, Page 752, as Instrument No. 0729374, in the records of DOUGLAS County, State of Nevada, as security for a loan (the "Existing and Continuing Loan"), which Existing and Continuing Security Instrument is a valid and existing lien on the real property located at 194 CANDY DANCE LANE, GENOA, NV 89411 and further described on Exhibit "A," attached.

WHEREAS, RONALD E BUFFALOE and SANDRA E BUFFALOE ("Borrower") executed and delivered to Amerisave Mortgage Corporation, ("Lender"), a deed of trust/mortgage in the principal amount not to exceed \$417,000.00, which deed of trust/mortgage (the "New Security Instrument") is intended to be recorded herewith in the records of DOUGLAS County, State of Nevada as security for a loan (the "New Loan");

WHEREAS, it is a condition precedent to obtaining the New Loan that the lien of the New Loan shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien of the Existing and Continuing Loan; and

WHEREAS, Lender is willing to make said loan provided the lien securing the New Loan is a lien or charge upon the described property prior and superior to the lien of the Existing and Continuing Loan and provided that Subordinating Lender will specifically and unconditionally subordinate the lien of the Existing and Continuing Loan to the lien of the New Loan; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such a loan to Borrower; and Subordinating Lender is willing that the lien securing the New Loan shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien securing the Existing and Continuing Loan.

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 the New Security Instrument, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the Existing and Continuing Security Instrument.
- (2) That Lender would not make the New Loan without this subordination agreement.



(3) That this agreement shall be the whole and only agreement with regard to the subordination of the Existing and Continuing Security Instrument to the New Security Instrument and shall supersede and cancel, but only insofar as would affect the priority between the security instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Existing and Continuing Security Instrument above mentioned, which provide for the subordination of the lien to another security instrument, deed of trust or mortgage.

Subordinating Lender declares, agrees and acknowledges that

(a) It consents to and approves (i) all provision of the note and New Security Instrument in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Borrower and Lender for the disbursement of the proceeds of the New Loan;

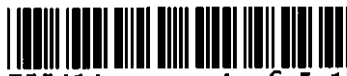
(b) Lender making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part; and

(c) It intentionally and unconditionally waives, relinquishes and subordinates the lien of the Existing and Continuing Security Instrument in favor of the lien or charge upon said land of the New Security Instrument and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate 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 ALLOW 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.

Countrywide Home Loans, Inc.

Leonetta Brown, Assistant Secretary



CORPORATE ACKNOWLEDGEMENT

STATE OF TEXAS

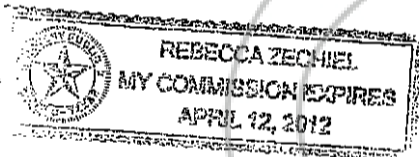
COUNTY OF DALLAS

Before me, the undersigned, a Notary Public on this day personally appeared, Leonetta Brown, known to me (or proved to me on the oath of Assistant Secretary), to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that she has executed the same as the act of such corporation for the purpose and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office, this 22 day of October, 2009

(Personalized Seal)

Rebecca Zechiel
Notary Public, State of Texas



Rebecca Zechiel
(Print name of Notary Public here)

My commission expires the 12th of April, 2012.



FIDELITY NATIONAL TITLE INSURANCE COMPANY
AS ISSUING AGENT 1-800-943-1196

Title No LIN-ASV-34071

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Douglas, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

ALL THAT CERTAIN PARCEL OF LAND SITUATE IN THE TOWN OF GENOA, COUNTY OF DOUGLAS AND STATE OF NEVADA, BEING KNOWN AND DESIGNATED AS FOLLOWS:

PARCEL 1

A PARCEL OF LAND CONSISTING OF LOTS 34, 35, 36, 37, 73, 74, 75 AND 76, ALL IN BLOCK 5 OF THE MAP OF GENOA TOWNSITE BY L.L. HAWKINS, DATED SEPTEMBER 1874, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 19 EAST, M.D.B.&M., SAID CORNER BEING MARKED BY A BRASS CAP IN A ROCK MOUND;
THENCE NORTH 50°02'08" WEST, A DISTANCE OF 438.41 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 26°54'38" WEST, A DISTANCE OF 244.00 FEET;
THENCE NORTH 67°09'02" EAST, A DISTANCE OF 207.90 FEET THENCE SOUTH 26°54'38" EAST, A DISTANCE OF 216.00 FEET;
THENCE SOUTH 59°25'34" EAST, A DISTANCE OF 207.00 FEET TO THE TRUE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NEVADA STATE HIGHWAY SR 206.

REFERENCE IS MADE TO RECORD OF SURVEY AND BOUNDARY LINE ADJUSTMENT, FILED FOR RECORD DECEMBER 18, 1989, IN BOOK 1289, PAGE 1910, AS DOCUMENT NO. 216691, IN OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL 2

EXCLUSIVE EASEMENT OVER AND ACROSS THE SOUTHWESTERLY 20 FEET OF THAT CERTAIN REAL PROPERTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL NO. 1: LOTS 77 AND 106, IN BLOCK FIVE, ACCORDING TO THE TRUSTEES MAP OF GENOA, MADE SEPTEMBER A.D. 1874.

PARCEL NO. 2: BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, SECTION 10, TOWNSHIP 13 NORTH, RANGE 19 EAST, MOUNT DIABLO BASE AND MERIDIAN.

Parcel ID: 1319-09-801-016

Commonly known as 194 Candy Dance Lane, Genoa, NV 89411
However, by showing this address no additional coverage is provided