RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank 1000 Technology Dr MS 321 O'Fallon, MO 63368

DOC #	756005
12/21/2009 03:15	PM Deputy: SG
OFFICIAL	RECORD
Requeste	d By:
FIRST AMERICAN	N TITLE REN
Doug <u>]a</u> ş (County - NV on - Recorder
Karen Ēllisc	on – Recorder
Page: 1 of 12 BK-1209 PG-5032	Fee: 50.00
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	NII 88181 8111 1881

Account # 109111100111000		\ \	
	Space Above This Line for Recorder's Us	e Only	
A.P.N.: 1220 -01 - 001-016	Order No.:	Escrow No.: <u>2389279-WB</u>	

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 9th day of December, 2009, by

Ralph E. Eissmann And Susan Eissmann-Pence And Owen C. Peck And Marie C. Peck, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FSB as successor to ABN AMRO Mortgage Group, Inc. present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about <u>December 1</u>, <u>2009</u> to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$223,000, dated 4/20/2007, in favor of Creditor, which mortgage or deed of trust was recorded on 4/20/2007 in Book 407, Page 6512, and/or Instrument 4099561, in the Official/ Records of the Town and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$407,000 to be dated no later than December 11, 2009, in favor of 10015 Falso Bank, N. H., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

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

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

THIS DOCUMENT IS BEING SIGNED IN COUNTERPART AND IS TO BE DECEMEN AS ONE ORIGINAL.

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BK-1209 PG-5033

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CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or 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 mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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;
- (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 that those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:	
CITIBANK, N.A.	\ \
	\ \
By Colon Bell-	\ \
Printed Name Jo Ann Bibb	\ \
Title Assistant Vice President	~
OWNER:	
Printed Name	Printed Name
Title	Title
< <	
Printed Name	Printed Name
Title	Title
	\
(ALL SIGNATURES MU	ST BE ACKNOWLEDGED)
IT IS DECOMMENDED THAT DRIOD TO THE E	XECUTION OF THIS AGREEMENT, THE PARTIES
CONSULT WITH THEIR ATTORNEY	
contest with main michiga	s with his Est mining.
STATE OFMISSOURI	\) [
County ofST.LOUIS) Ss.
On 12-9-09, before me, Kevin Gehring personally appear	ed Io Ann Ribb
Assistant Vice President of	cu <u>10 Aiii Bioo</u>
Citibank N.A.	
personally known to me (or proved to me on the basis o	f satisfactory evidence) to be the person(s) whose
name(s) is/are subscribed to the within instrument and a	cknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that l	
person(s), or the entity upon behalf of which the person(s	acted, executed the instrument.
Witness my hand and official seal.	· /A
withess my hand and official seal.	4/1
	1/1
KEVIN GEHRING	Notary Public in said County and State
Notary Public - Notary Seal State of Missouri, St Louis County	//
Commission # 05399909	/ /
My Commission Expires Dec 30, 2009	1/

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RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Citibank 1000 Technology Dr MS 321 O'Fallon, MO 63368

Account # 109111100111000	_	
to the second se	Space Above This Line for Recorder's Use	e Only
A.P.N.: 1220-01-001-016	Order No.:	Escrow No.: 2389279-WB

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 9th day of December, 2009, by

Ralph E. Eissmann And Susan Eissmann-Pence And Owen C. Peck And Marie C. Peck, Owner(s) of the land hereinafter describe and hereinafter referred to as "Owner," and

Citibank, N.A., SUCCESSOR BY MERGER TO CITIBANK, FSB as successor to ABN AMRO Mortgage Group, Inc. present owner and holder of the mortgage or deed of trust and related note first hereinafter described and hereinafter referred to as "Creditor."

WITNESSETH

THAT WHEREAS, Owner has executed a mortgage or deed of trust, dated on or about <u>December 1</u>, <u>2009</u> to Creditor, covering:

SEE ATTACHED EXHIBIT "A"

To secure a note in the sum of \$223,000, dated ___4/20/2007___, in favor of Creditor, which mortgage or deed of trust was recorded on __4/20/2007__ in Book __407__, Page __6512__, and/or Instrument # __699561___, in the Official/ Records of the Town and

WHEREAS, Owner has executed, or is about to execute, a mortgage or deed of trust and a related note in a sum not greater than \$407,000 to be dated no later than December 11. 3009, in favor of iDUIS Fauso Bunk, N. H., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which mortgage or deed of trust is to be recorded concurrently herewith; and

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

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

TUIS DOCUMENT IS BEING SIGNED IN COUNTERPART AND IS TO BE DEEMED AS ONE ORIGINAL.



CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or 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 mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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;
- (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 that those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

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CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:	
CYCBANK, N.A.	\ \
	\ \
By Color	\ \
Printed Name Jo Ann Bibb Title Assistant Vice President	
ASSISTANT VICE PROJECTION	
	trans 9 N
OWNER:	& WINCETICE
Clubu Van	MARIE C. FECK
Printed Name//u/cv C. Tec/1	Printed Name
Title	Title
	\ \ \
	Printed Name
Title	Title
· ·	\ \/ /
(ALL SIGNATURES MUS	T BE ACKNOWLEDGED)
(THE DESCRIPTION OF THE DAY OF THE THE	EQUENOVA CENTE A CREENARIE STAR DA OTROS
IT IS RECOMMENDED THAT, PRIOR TO THE EX CONSULT WITH THEIR ATTORNEYS	
/ //	
STATE OF MISSOURI	
STATE OF MISSOURI County of ST.LOUIS) Ss
county of	
On 12-9-09, before me Kevin Gehring personally appeared	T <u>Jo Ann Bibb</u>
Assistant Vice President of	
Citibank N.A. personally known to me (or proved to me on the basis of	estisfactory avidance) to be the person(s) whose
name(s) is/are subscribed to the within instrument and ac	knowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by	
person(s), or the entity upon behalf of which the person(s)	acted, executed the instrument.
Witness in hand and official and	/1
Witness my hand and official scal.	
	41
KEVIN GEHRING	
Notary Public - Notary Seal	Notary Public in said dounty and State
State of Missouri, St Louis County	\sim \sim \sim
Commission # 05399909 My Commission Expires Dec 30, 2009	\mathcal{K}
	17 💉

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF <u>California</u>)ss COUNTY OF <u>Riverside</u>)
On December 18, 2009 before me, Deflical, Notary Public, personally appeared Owen C. Peck and Marie C. Peck 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 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.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal. Signature 1
OPTIONAL SECTION CAPACITY CLAIMED BY SIGNER
Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents. INDIVIDUAL CORPORATE OFFICER(S) TITLE(S) GENERAL ATTORNEY-IN-FACT TRUSTEE(S) GUARDIAN/CONSERVATOR OTHER SIGNER IS REPRESENTING: Name of Person or Entity
OPTIONAL SECTION
Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form. THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW
TITLE OR TYPE OF DOCUMENT:
NUMBER OF PAGES DATE OF DOCUMENT
SIGNER(S) OTHER THAN NAMED ABOVE

756005 Page: 8 of 12 12/21/2009

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:	
Citibank 1000 Technology Dr MS 321 O'Fallon, MO 63368	
Account # <u>109111100111000</u> Space Above Th	is Line for Recorder's Use Only
	Escrow No.: <u>2389279-WB</u>
	ATION AGREEMENT
PROPERTY BECOMING SUBJECT SOME OTHER OR LATER SECURI	
THIS AGREEMENT, made this 9th day of Decen	<u>aber</u> , 2009, by
	e And Owen C. Peck And Marie C. Peck, Owner(s) o
the land hereinafter describe and hereinafter referred	to as "Owner," and
Citibank, N.A., SUCCESSOR BY MERGER TO Group, Inc. present owner and holder of the mortgag and hereinafter referred to as "Creditor."	CITIBANK, FSB as successor to ABN AMRO Mortgage ge or deed of trust and related note first hereinafter described
	TNESSETH
to Creditor, covering:	or deed of trust, dated on or about <u>December 11</u> , <u>2009</u>
SEE ATTACHED EXHIBIT "A"	\ \
To secure a note in the sum of \$223,000, dated 4 trust was recorded on 4/20/2007 in Book 407 Official/ Records of the Town and	/20/2007 , in favor of Creditor, which mortgage or deed of , Page 6512 , and/or Instrument # 699561 , in the
greater than \$407,000 to be dated no later than 1200	ute, a mortgage or deed of trust and a related note in a sum not ember 11, 2001, in favor of
	after referred to as "Lender", payable with interest and upon the age or deed of trust is to be recorded concurrently herewith; and
	aid loan that said mortgage or deed of trust last above times a lien or charge upon the land herein before described, ge or deed of trust first above mentioned; and
SUBORDINATION AGREE	MENT CONTINUED ON NEXT PAGE

THIS DOCUMENT IS BEING SIGNED IN COUNTERPART AND IS TO BE DEEMED AS ONE ORIGINAL.

BK-1209 PG-5040 756005 Page: 9 of 12 12/21/2009

CONTINUATION OF SUBORDINATION AGREEMENT

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

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or 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 mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note 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;
- (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 that those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or deed of trust in favor of Lender above referred to.

CONTINUATION OF SUBORDINATION AGREEMENT

CREDITOR:	_ \
CITHBANK, N.A.	\ \
By Jo Ann Bibo	_ \ \
Title Assistant Vice President	- \
OWNER:	
Dun Drum	Spauttomax
Printed Name PAUDI EVEISSWAN Title	Printed Name SUSAM EISSMANN-PE
. /	
Printed Name	Printed Name
Title	Title
(ALL SIGNATURES	MUST BE ACKNOWLEDGED)
	THE EXECUTION OF THIS AGREEMENT, THE PARTIES RNEYS WITH RESPECT THERETO.
/ /	
STATE OFMISSOURI County ofST.LOUIS) Ss.
On 12-9-09, before me, Kevin Gehring personally an Assistant Vice President of	ppeared Jo Ann Bibb
Citibank N.A.	
personally known to me (or proved to me on the ba	sis of satisfactory evidence) to be the person(s) whose and acknowledged to me that he/she/they executed the
	that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person	son(s) acted, executed the instrument.
Witness my hand and official seal.	
	1
	PGI
KEVIN GEHRING Motary Public - Notary Seal	Notary Public in said County and State
State of Missouri, St Louis County	\mathcal{H}
Commission # 05399909 My Commission Expires Dec 30, 2009	
,	1/

PG-5042 756005 Page: 11 of 12 12/21/2009

BK-1209

STATE OF NIVIDA County of DOUGLAS) Ss.

before me, appeared and

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.



RISHELE L. THOMPSON Notary Public - State of Nevada Appointment Recorded in Douglas County No: 99-54931-5 - Expires April 10, 2011

BK-1209 PG-5043 756005 Page: 12 of 12 12/21/2009

EXHIBIT 'A'

LOT 9A1, AS SHOWN ON A PARCEL MAP #3 FOR WALTER N. MOLINE, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 19, 1994, IN BOOK 494, PAGE 3588 AS DOCUMENT NO. 335561.

A.P.N. 1220-01-001-016

