

DOC # 0757285
01/15/2010 01:31 PM Deputy: SG

OFFICIAL RECORD

Requested By:

NEVADA DEPT OF

TRANSPORTATION

Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 3 Fee: 0.00
BK-0110 PG- 3038 RPTT: 0.00



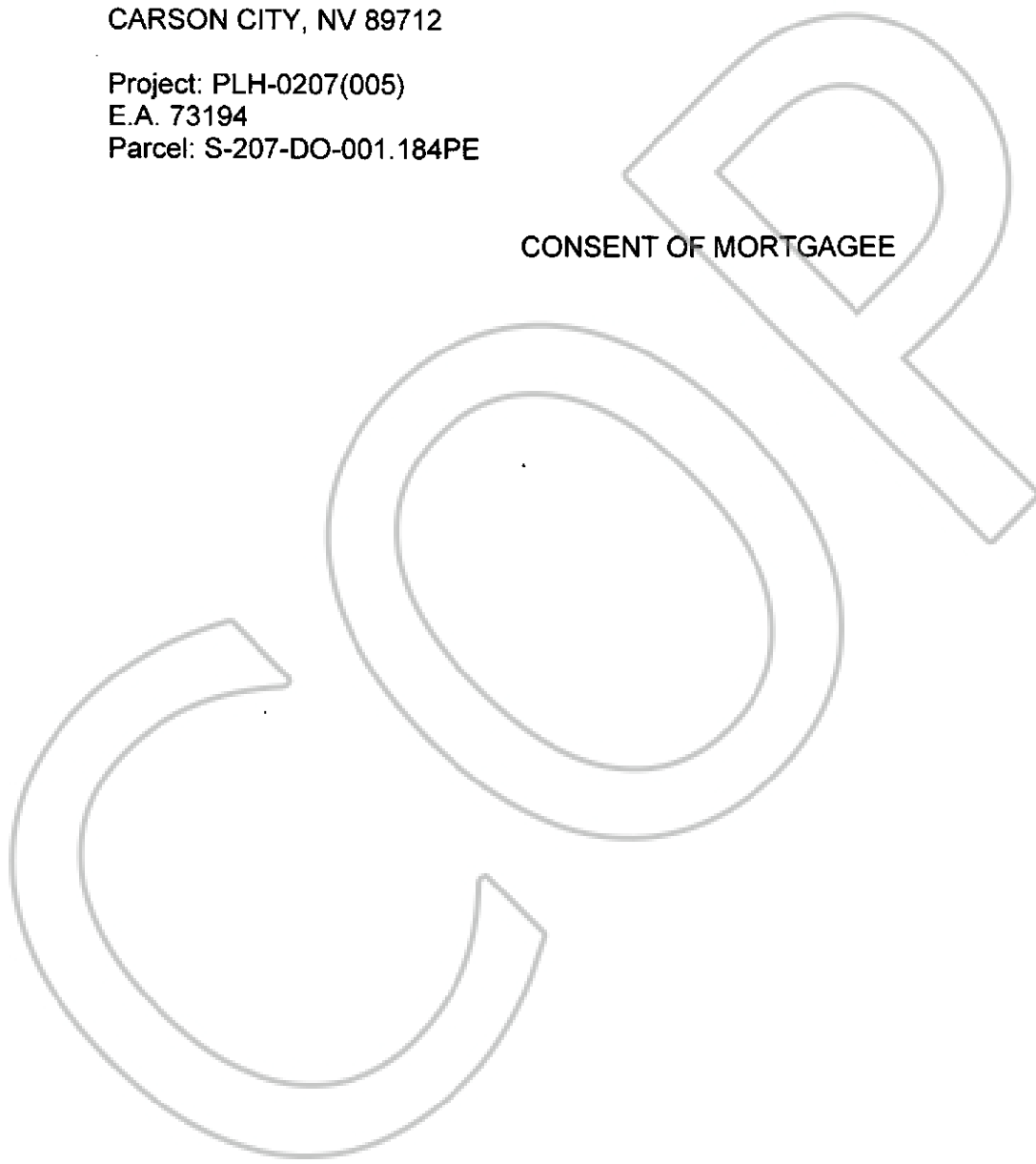
Ptn. of APN 1318-23-403-002

AFTER RECORDING RETURN TO:
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
ATTN: STAFF SPECIALIST-ACQ
1263 S. STEWART ST.
CARSON CITY, NV 89712

LEGAL DESCRIPTION PREPARED BY:
HALANA D. SALAZAR
NEVADA DEPT. OF TRANSPORTATION
RIGHT-OF-WAY DIVISION
1263 S. STEWART ST.
CARSON CITY, NV 89712

Project: PLH-0207(005)
E.A. 73194
Parcel: S-207-DO-001.184PE

CONSENT OF MORTGAGEE



Homeowner Name: Kenneth Weinstein
Loan Number:1981051700

CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE ("Consent") is given as of the 22nd day of December 2009, by JPMorgan Chase Bank, N.A., whose address is National Subordination Department, 201 N. Central Ave, 31st floor AZ1-1035, Phoenix, AZ 85004, ("Mortgagee") being the owner and holder of a mortgage recorded in the office of the Douglas County Recorder, State of Nevada on February 27, 2008 in Book 208 Official Records, Page 6532 as Document No. 718696 (as same may be amended or modified from time to time, and including any and all other documents securing the indebtedness referenced in the mortgage, the "Mortgage") encumbering the Property described in the foregoing Easement Agreement ("Easement Agreement").

WHEREAS, **STATE OF NEVADA DEPARTMENT OF TRANSPORTATION** has requested Mortgagee to consent to the recording of the Easement Agreement.

NOW, THEREFORE, Mortgagee consents to the recordation of the Easement Agreement and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Easement Agreement.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Easement Agreement, and of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development by the **STATE OF NEVADA DEPARTMENT OF TRANSPORTATION**, and does not assume and shall not be responsible for any of the obligations of liabilities of the developer contained in the Easement Agreement, if any, or other documents issued in connection with the promotion of the Airport. None of the representations contained in the Easement Agreement, if any, or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Except only as expressly provided herein, this Consent does not affect or impart the rights and remedies of Mortgagee as set forth in the Mortgage or in the Easement Agreement.

Dated: December 22, 2009

JPMorgan Chase Bank, N.A.

By: 

Print Name: Courtney Sorensen

Title: Vice President



STATE OF Louisiana }
 }ss
COUNTY OF Ouachita }

The foregoing instrument was acknowledged before me this 22nd day of December 2009, by Courtney Sorensen the Vice President of JPMorgan Chase Bank, N.A. He/She is personally known to me or have produced N/A as identification.

Missy M. Emory

Notary Public, State of Louisiana

My Commission Expires: Lifetime

