

OFFICIAL RECORD  
Requested By:  
INDECOMM US RECORDINGS

APN # 1420-08-310-019

Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 Of 4 Fee: 42.00  
BK-0910 PG- 6776 RPTT: 0.00



**Recording Requested by and Return to:**

US Recordings, Inc.  
2925 Country Drive  
St. Paul, MN 55117

**SUBORDINATION AGREEMENT**

(Title of Document)

*Record 2nd*  
*76630136*

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 or printed clearly in black ink only.

55349333

8687038331

Assessor's Parcel #: 1420-08-310-019

**WHEN RECORDED MAIL TO:**

**GMAC Mortgage, LLC**

**1100 Virginia Drive**

**Ft. Washington, PA 19034**

**Attn: Latasha Cotton**

Return To:

Indecomm US Recordings

2925 Country Drive

St. Paul, MN 55117

**SUBORDINATION AGREEMENT**

Recorded 76630136

THIS AGREEMENT, made September 1, 2010, by Mortgage Electronic Registration Systems Inc. , present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

**WITNESSETH:**

THAT Eric T. Herron and Lisa A. Herron, ("Owner"), did execute a Deed of Trust dated 2/21/08, to , as trustee, covering:

SEE ATTACHED Legal Description

To secure a Note in the sum of \$60,000.00 dated 2/21/08 in favor of Mortgage Electronic Registration Systems Inc. , which Deed of Trust was recorded on March 11, 2008 as Instrument# 719375, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of \$240,250.00 dated 09/07/2010 in favor of GMAC Mortgage, LLC. 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;

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 Beneficiary's Deed of Trust first above mentioned.

- (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 Beneficiary's Deed of Trust first above mentioned.
- (2) That Lender would not make its loan above described without this Subordination Agreement.
- (3) Nothing herein contained shall affect the validity or enforceability of Beneficiary's Deed of Trust except for the subordination as aforesaid.

Beneficiary declares, agrees and acknowledges that

It 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, a specific loan is being 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.

\*Mortgage Electronic Registration Systems Inc.



By: Linda Walton

Linda Walton

Title: Vice President

Attest: Marnessa Birckett

Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

:

COUNTY OF MONTGOMERY

: ss

On this 8/27/10, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Linda Walton, Vice President, 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.

Tamika Scott  
Notary Public

Tamika Scott

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Tamika Scott, Notary Public  
Horsham Twp., Montgomery County  
My Commission Expires Nov. 27, 2010

Member, Pennsylvania Association of Notaries

### EXHIBIT - Legal Description

Order Number: 55349333

Property Tax ID: 1420-08-310-019

Land in the city/township/village of Carson City and the County of Douglas, State of NV, more particularly described as:

LOT 8, IN BLOCK E, OF THE FINAL MAP OF SUNRIDGE HEIGHTS II, PHASE 2, A PLANNED UNIT DEVELOPMENT, FILLED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 3, 1994, AS DOCUMENT NO. 331447.

Commonly described as: 1005 Blue Ridge Court, Carson City NV 89705



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1371 9/15/2010 76630136/2

