



RECORDING REQUESTED BY:

Escrow No. 2090679/1092154
Title Order No. 1092154

When Recorded Mail Document To:
CLC Consumer Services
2730 Liberty Avenue
Pittsburgh, PA 15222-4704

APN: 122004-514-016

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 December 15, 2009, by Jeffrey D. Zinn, as Owner of the land hereinafter described and hereinafter referred to as "Owner," and National City Mortgage a division of National City Bank, a National Banking Association, further assigned to E*Trade Bank present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS Jeffrey D. Zinn, did execute a deed of trust to National City Bank, as trustee, to secure a note in the sum of \$62,500.00 dated July 27, 2006, in favor of National City Mortgage a division of National City Bank, a National Banking Association, further assigned to E*Trade Bank, which deed of trust was recorded as Mortgage Volume 0806 Page 626 and Assignment Recorded March 20, 2007 in Mortgage Volume 0307 Page 6142 in, Official Records of said county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$183,302.00 dated DEC. 18, 2009, in favor of Wells Fargo Bank, N.A., hereinafter referred to as "Lender," payable with interest upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall be and remain at all times a lien upon the land hereinbefore described, prior and superior to the lien 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 upon the above described property prior and superior to the lien of the deed of trust first above mentioned and provided that Beneficiary will specifically subordinate the lien of the deed of trust first above mentioned to the lien 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 upon said land which is prior and superior to the lien 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, and any renewals or extensions thereof, shall be and remain at all times a lien on the property therein described, prior and superior to the lien of the deed of trust above mentioned.
- (2) That this agreement shall be the whole and only agreement with regard to the subordination of the lien of this deed of trust first above mentioned to the lien 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, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of lien thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- (a) He intentionally subordinates the lien of the deed of trust first above mentioned in favor of the lien upon said land of the deed of trust in favor of Lender above referred to

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.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



E*Trade Bank

BY *Cynthia J. Donahue*
Print Name: Cynthia J. Donahue
Title: Vice President

Patricia J. Supler
Trustee: Patricia J. Supler

Jeffrey D. Zinn
Jeffrey D. Zinn

Traci Johnson
Printed Name: Traci Johnson

Sherji Shareef
Printed Name: Sherji Shareef

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

STATE OF PENNSYLVANIA) SS
COUNTY OF ALLEGHENY)

On October 28, 2010, before me, *Karla Lokar* personally appeared Cynthia J. Donahue, personally known to me (or proved to me on the basis of satisfactory evidence) to 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 his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

WITNESS my hand and official seal.

Signature *Karla Lokar*
My Commission Expires: *3-18-2013*

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karla Lokar, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires March 18, 2013
Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA) SS
COUNTY OF ALLEGHENY)

On October 28, 2010, before me, *Karla Lokar* personally appeared Patricia J. Supler, personally known to me (or proved to me on the basis of satisfactory evidence) to 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 his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

WITNESS my hand and official seal.

Signature *Karla Lokar*
My Commission Expires: *3-18-2013*

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Karla Lokar, Notary Public
Monroeville Boro, Allegheny County
My Commission Expires March 18, 2013
Member, Pennsylvania Association of Notaries



STATE OF Nevada)
COUNTY OF Douglas) SS

On 11/2/2010, before me, Traci E. Adams personally appeared Jeffrey D. Zinn, personally known to me (or proved to me on the basis of satisfactory evidence) to 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 his/her/their signature(s) on the instrument to the person(s) or the entity upon behalf of which the person(s) acted executed the instruments.

I certify under PENALTY OF PERJURY under the law of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal
Signature Traci E. Adams
My Commission Expires: 1/5/2011

