

DOC # 775573  
12/17/2010 09:59AM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
NATIONAL CLOSING SOLUTION  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-1210 PG-3962 RPTT: 0.00



**After recording return to:**  
National Closing Solutions  
Attn: Julie Gersalia  
5814 Lonetree Blvd  
Rocklin, CA 95765

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NCS: 17-322374

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

## **Subordination Agreement**



8655716901

**WHEN RECORDED MAIL TO:**

**GMAC Mortgage, LLC  
1100 Virginia Drive  
Ft. Washington, PA 19034  
Attn: Tamika Scott**

10-24421  
17-322374

**SUBORDINATION AGREEMENT**

**THIS AGREEMENT**, made November 17, 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 Cheryl A Mckinnon an unmarried woman and David Texiera an unmarried man as joint tenants with right of survivorship and not as tenants in common, ("Owner"), did execute a Deed of Trust dated 9/6/05, to Executive Trustee Services Inc, as trustee, covering:**

**SEE ATTACHED**

To secure a Note in the sum of **\$80,000.00** dated 9/6/05 in favor of **Mortgage Electronic Registration Systems Inc.**, which Deed of Trust was recorded on 10/14/05 as Document No 0657830, Official Records.

**WHEREAS**, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of **\$250,000.00** dated 11/19/2010 in favor of **Flagstar Bank FSB**, 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: *Patricia Karpowicz*  
Patricia Karpowicz  
Title: Vice President  
Attest: *Marnessa Birckett*  
Marnessa Birckett  
Title: Assistant Secretary

COMMONWEALTH OF PENNSYLVANIA

:  
: ss  
:

COUNTY OF MONTGOMERY

On this 11/17/10, before me, Tamika Scott, the undersigned, a Notary Public in and for said County and State, personally appeared Marnessa Birckett, Assistant Secretary and Patricia Karpowicz, 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