

DOC # 776730  
01/10/2011 03:34PM Deputy: SG  
OFFICIAL RECORD  
Requested By:  
NORTHERN NEVADA TITLE CC  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 3 Fee: 16.00  
BK-111 PG-2112 RPTT: 0.00

Assessor's Parcel No: 1022-08-001-018

When Recorded Mail to:  
Greater Nevada Credit Union  
Attn: Jackie Tilton  
451 Eagle Station Lane  
Carson City, NV 89701



### 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 January 7, 2011 by William Jay Koenig, a married man as his sole and separate property

Owner and land herinafter described and herinafter referred to as "Owner", and Greater Nevada Credit Union, present owner and holder of the deed of trust and note hereinafter described and herinafter referred to as "Beneficiary":

#### WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated January 7, 2011 to Marquis Title & Escrow Inc. as trustee covering:

**See Exhibit "A" attached hereto made a part hereof**

to secure a note in the sum of \$ 31,450.00 dated May 27, 2009, in favor of the Beneficiary which deed of trust was recorded on June 1, 2009 as Original Document No. 744169 Book XX Page XX, and;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 85, 700.00 dated 7-4-11 in favor of **Greater Nevada Mortgage Services**, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust will record concurrently herewith on 01/10/2011, in Book 111, Official Records, Page 2095, as Document No. 776729; and

WHEREAS, it is a condition precedent to obtaining said loan from lender 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 supervisor to the lien or charge upon the land hereinbefore described, prior and supervisor to the lien or charge of the deed of trust first above mentioned; 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 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:



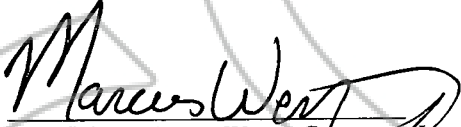
- 1) That said deed of trust securing said note in favor of Lender, and any renewals or extension thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- 2) That Lender would not make its loan above described without this subordination agreement.
- 3) That this agreement shall supersede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lie or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of the lender, which provisions are inconsistent or contrary to the provisions herein.

Beneficiary declares, agrees and acknowledges that

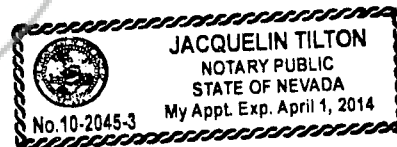
- a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, be Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement in 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 an nay application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He 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 specific loans and advances are being paid 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.

**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.**

**GREATER NEVADA CREDIT UNION  
451 EAGLE STATION LANE  
CARSON CITY, NV 89701**


  
Beneficiary Marcus Wertz, Consumer Loan Manager

STATE OF NEVADA  
COUNTY OF Carson City



This instrument was acknowledged before me on

1/10/11 by Marcus Wertz.

  
Notary Public



**Exhibit "A"**

Lot 14 in Block Q, as shown on the map of TOPAZ RANCH ESTATES SUBDIVISION  
UNIT NO. 4, filed in the office of the Recorder of Douglas County, State of Nevada, on  
November 16, 1970 in Book 1 of Maps, Page 224 as Document No. 50212.

