OFFICIAL RECORD Requested By: Western Title Company Douglas County - NV **APN#**: 1420-07-211-002 Karen Ellison - Recorder Page: 1 of 3 Fee: \$41.00 BK-611 PG-1612 RPTT: 0.00 Fee: \$41.00 **Recording Requested By:** Western Title Company, Inc. **Escrow No.:** 040264-ARW When Recorded Mail To: El Dorado Savings Bank P.O. Box 1208 Placerville, CA 95667 Mail Tax Statements to: (deeds only) (space above for Recorder's use only) I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons. (Per NRS 239B.030)

Signature

Anu Wright

Escrow Officer

DOC #

784430

06/08/2011 01:19PM Deputy: DW

Subordination Agreement

This page added to provide additional information required by NRS 111.312 (additional recording fee applies)

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RECORDING REQUESTED BY: AND WHEN RECORDED MAIL TO:

> **EL DORADO SAVINGS BANK** P.O. BOX 1208 PLACERVILLE, CA 95667

LOAN NO. 01492593

Subordination Agreement

This Subordination Agreement (the "Agreement") is entered into as of May 16, 2011, by and between MARLENE A. LADNIER, OR HER SUCCESSOR(S) TRUSTEE OF THE LADNIER TRUST DATED APRIL 15, 1993 AS AMENDED, (individually and collectively, "Trustor") and El Dorado Savings Bank, F.S.B. ("EDSB"), with reference to the following facts:

- A. EDSB is the current owner, holder, and beneficiary under a Variable Rate Deed of Trust (the "HELOC Deed of Trust"), dated March 26, 2009, recorded April 7, 2009 as Instrument No. 740914, in the Official Records of Douglas County, encumbering the property described in the Legal Description set forth in Exhibit A to this Agreement (the "Property"), which is incorporated herein by this reference as though fully set forth. The HELOC Deed of Trust secures an open-end Variable Rate Home Equity Line of Credit Agreement in the principal amount of \$80,000.00 (the "HELOC Agreement").
- B. EDSB intends to extend credit, to be secured by another deed of trust encumbering the Property, in the principal amount of \$75,000.00 (the "New Deed of Trust"), for the purpose of refinancing the Property.
- C. Trustor and EDSB intend that the lien created by the HELOC Deed of Trust is to be subordinate to the lien of the New Deed of Trust, as set forth in this Agreement.

NOW, THEREFORE, for a good and valuable consideration, receipt of which is hereby acknowledged, EDSB and Trustor hereby covenant and agree as follows:

- 1. The HELOC Deed of Trust, and all of the terms, covenants and provisions thereof and all rights, remedies of EDSB thereunder shall be subject and subordinate to the lien, terms and conditions of the New Deed of Trust, and to all sums secured thereby. The New Deed of Trust shall have the same force and effect as if executed and recorded prior to the execution and recordation of the HELOC Deed of Trust, but without in any manner releasing or relinquishing the encumbrance represented by the HELOC Deed of Trust.
- 2. Nothing in this Agreement shall be understood or construed to be a satisfaction, novation, release or relinquishment in whole, or in part, of the HELOC Agreement or the HELOC Deed of Trust.
- 3. It is the express intention of the parties to this Agreement that there shall be no merger of EDSB's interests in the Property granted by the New Deed of Trust and the HELOC Deed of Trust, respectively.
- 4. This Agreement shall be binding upon and inure to the benefit of Trustor and EDSB and their respective successors and assigns.
- 5. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.
- 6. This Agreement shall be governed by and construed under the laws of the state in which the Property is lo-
- 7. This Agreement may be executed in counterparts and any such counterparts taken together shall constitute one original.

IN WITNESS WHEREOF, EDSB and Trustor have duly executed this Agreement as of the date first written above.

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By: Marline q. Ladwier	By: Laven Rever	<u>)</u>
MARLENE A. LADNIER Trustee	Name: KAREN REVERS	<u>-</u>
Ву:	Title: SR. VICE PRESIDENT	

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State of California County of El Dorado 18, 2011 , before me, Rebecca Wheeler, Notary Public, personally appeared Karen Revers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature of Notary REBECCA WHEELER COMM. #1848764
NOTARY PUBLIC CALIFORNIA
EL DORADO COUNTY
y Comm. Expires MAY 11, 2013[) State of Nevada CALIFORNIA County of Douglas SANTA CLARA 3,2011 Notary Public, , before me,

and

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. I certify under PENALTY OF PERJURY under the laws of the State of

personally appeared MARIENE ALADNIER

that the foregoing paragraph is true

WITNESS my hand and official seal.

and correct.



Signature of Notary

EXHIBIT "A"

(Legal Description of the Property)

LOT 11 AS SHOWN ON THE MAP OF VALLEY VIEW SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON NOVEMBER 12, 1958, IN BOOK 4 OF MAPS, PAGE 17, AS DOCUMENT NO. 13793.

Ln Svc Form VLOC edsb 1/2008