I hereby affirm that this document submitted for recording does not contain a social security number.

Signature

ELISSA TANNER, DOCUMENT AUDITOR

APN# 1220-03/110-034

0788441 DOC GB 08/23/2011 11:30 AM Deputy: OFFICIAL RECORD Requested By: SERVICELINK

> Douglas County - NV Karen Ellison -Recorder 6

Page: 1  $\mathbf{of}$ BK-0811 PG- 4193 RPTT:

Fee:

19.00 0.00



**Recording Requested By:** 

Name:ServiceLink

Address: 4000 Industrial Blvd

City/State/Zip:Aliquippa, PA 15001

Document Title: SUBORDINATION OF MORTGAGE

If legal description is a metes & bounds description furnish the following information:

Legal Description obtained from

of document), Book

recorded

Page (date) in the Document #

(type

County Recorder office.

If Surveyor, please provide name and address.

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.

NV Affirmation cover Sheet - 2/06

VMP ® -368C(NV) (0602)

## RECORDING REQUESTED BY

O'Fallon, MO 63368 Aliquip	ago Title ink Division dustrial Bivd pa PA 15001			\	
Citibank Account No.: 11102		Line for Recorder's Use Or		$\rightarrow$	
4.000	•			\	
A.P.N :	Order No.:	1	Escrow No.:		
				· '	
	SUBORDINA	TION AGREEMENT		The same of	
INTEREST IN TI	SUBORDINATION AGR	EEMENT RESULT	S IN YOUR SECURITY AND OF LOWER PRIORIT	Y	
			/ /		
THIS AGREEMENT, made	this 17th day of Februar	у ,2011, by			
Thom	as T. Rowe	_ and	Kimberly A. Rowe		
		_ uno		¹	
		1			
/		/			
owner(s) of the land herei	nafter described and bere	inafter referred to a	e "Owner" and		
Citibank, N.A.,	iaitei described and nere	maiter referred to a	s "Oppier" and 1111 Polaris Parkwa Columbus, OH 4324		
nerein after referred to as	'Creditor."	/ /	te illst hereinalter des cribed	ano	
To secure a note in the su	mof\$45,100.00 , date	ed September 19th,	2005 in favor of Creditor, w	vhich	
mortgage or deed of trust v Page 8402 ar Town and/or County of ref	id/or as Instrument No. 06	660059	ook 0407 . in the Official Records o	of the	
in favor of payable with interest and utrust is to be recorded con-	pon the terms and conditions and conditions are the currently herewith; and the transfer of the conditions are the conditions are the conditions.	ino later than, hereii ions described therei	deed of trust and a related note that the deed of trust and a related note that the deed of trust last nortgage or deed	of	
mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before					

described, prior and superior to the lien or charge of the mortgage or deed of trust first above mentioned; and

## CONTINUATION OF SUBORDINATION AGREEMENT

WHEREAS, Lender is willing to make said loan provided the mortgage or deed of trust securing the same is a lien of charge upon the above described property prior and superior to the lien of charge of the mortgage or deed of trust first above mentioned and provided that Creditor will specifically and unconditionally subordinate the lien or charge of the mortgage or deed of trust first above mentioned to the lien or charge of the mortgage or deed of trust in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Creditor is willing that the mortgage or 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 mortgage or deed of trust in favor of the Creditor 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 mortgage or 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 mortgage or deed of trust in favor of the Creditor first above mentioned.
- (2) That Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the mortgage or deed of trust in favor of the Creditor first above mentioned to the lien or charge of the mortgage or deed of trust in favor of the Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the mortgages or deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the mortgage or deed of trust in favor of the Creditor first above mentioned, which provide for the subordination of the lien or charge thereof to another mortgage or deed of trust.

Creditor declares, agrees and acknowledges that

- (a) It consents to and approves (i) all provisions of the mortgage or deed of trust and the related note in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is 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 and any application or use of such proceeds for purposes other than those provided for in such agreements shall not defeat the subordination herein made in whole or part;
- (c) It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the mortgage or deed of trust in favor of the Creditor to the lien or charge upon said land of the mortgage or 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 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; and
- (d) If requested by Lender, an endorsement has been placed upon the note secured by the mortgage or deed of trust first above mentioned in favor of the Creditor that said mortgage or deed of trust has by this instrument been subordinated to the lien or charge of the mortgage or 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.

SUBORDINATION AGREEMENT CONTINUED ON NEXT PAGE

CONTINUATION OF SUB	ORDINATION AGREEMENT
CREDITOR: Citibank, N.A.,	i .
By Prints Name Jo Ann Bibb Title Assistant Vice President	
OWNER:	Printed Name
Printed Name Kimberly A. Rowe Title	Printed Name
(ALL SIGNATURES MUS	ST BE ACKNOWLEDGED)
CONSULT WITH THEIR ATTO	EXECUTION OF THIS AGREEMENT, THE PARTIES PRINCES WITH RESPECT THERETO.
STATE OF MISSOURI County of St. Charles	) Ss
On <u>February</u> , 17th 2011, before me, <u>Kevin</u> appeared <u>Jo Ann Bibb</u> <u>Assistant Vi</u>	Gehring personally lice President of
riame(s) is/are subscribed to the within instrument	asis of satisfactory evidence) to be the person(s) whose and acknowledged to me that he/she/they executed the that by his/her/their signature(s) on the instrument the erson(s) acted, executed the instrument.
Witness my hand and official seal.	1
NOTARY SEAL	Notary Rublic in said County and State

PG-

STATE OF

before me,

whose name(s) 16/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(1es), 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 scal.

Oloxophologymant attached to 'Continuation of Stooldination Agreement

**ASHLEY BUSSE** NOTARY PUBLIC STATE OF NEVADA Ny Commission Expires: 10/24/13

Certificate No: 05-101070-5

## Exhibit "A" Legal Description

ALL THAT PARCEL OF LAND IN DOUGLAS COUNTY, STATE OF NEVADA, BEING KNOWN AND DESIGNATED AS LOT 5, BLOCK B, STODICK ESTATES, FILED IN PLAT BOOK 0105, PAGE 10247, RECORDED 01/28/2005, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.

BY FEE SIMPLE DEED FROM H&S CONSTRUCTION INC AS SET FORTH IN DEED DOC # 0645922, DATED 02/10/2005 AND RECORDED 06/02/2005, DOUGLAS COUNTY RECORDS, STATE OF NEVADA.

