

DOC # 793439  
11/30/2011 01:39PM Deputy: GB  
OFFICIAL RECORD  
Requested By:  
Stewart Title - Carson  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 4 Fee: \$17.00  
BK-1111 PG-6411 RPTT: 0.00



Assessor's Parcel No: 1319-03-301-004

When Recorded Mail to:  
Greater Nevada Credit Union  
Attn: Lending  
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 November 28, 2011 by Kurtis R. Hildebrand and Jennifer A. Hollister, Husband and wife as joint tenants

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 December 21, 2009 to Northern Nevada Title Company as trustee covering:

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

to secure a note in the sum of \$26,000.00 dated December 21, 2009, in favor of the Beneficiary which deed of trust was recorded on December 29, 2009 as Original Document No. 756328 Book 1209 Page 6595, and;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 271,200.00 dated \_\_\_\_\_ 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 11/30/2011, in Book \_\_\_\_\_, Official Records, Page \_\_\_\_\_, as Document No. 793438; 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**

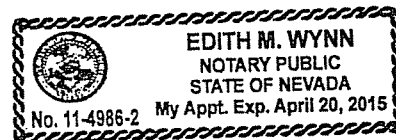
Marcus Wertz, Consumer Loan Manager

STATE OF NEVADA  
COUNTY OF Carson

This instrument was acknowledged before me on

11/28/11 by Marcus Wertz.

Notary Public





### LEGAL DESCRIPTION

The land referred to herein is situated in the State of Nevada, County of Douglas, described as follows:

#### PARCEL 1:

A parcel of land located within a portion of Section 3, Township 13 North, Range 19 East, Mount Diablo Baseline and Meridian, Douglas County, Nevada, being more particularly described as follows:

Beginning at the Southwesterly corner of Adjusted Parcel 3 being on the Easterly line of Jack's Valley Road as shown on Record of Survey #5 to Accompany Lot Line Adjustment for Genoa Lakes Ventures, Document No. 337621 of the Douglas County Recorder's Office, said point bears North 60°10'06" West, 4433.74 feet from the Southeast corner of said Section 3;

thence North 13°40'10" East, along said Easterly line, 36.24 feet;

thence 273.11 feet, continuing along said Easterly line, along the arc of a curve to the right having a central angle of 07°32'54" and a radius of 2073.03 feet, (chord bears North 17°25'12" East, 272.91 feet);

thence North 21°11'39" East, continuing along said Easterly right- of-way line, 262.47 feet to the Southerly line of Round House Road;

thence South 74°20'14" East, 153.78 feet;

thence South 16°35'10" West, 300.88 feet;

thence South 32°51'05" East, 102.16 feet;

thence South 07°16'20" West, 184.37 feet to a point on the Southerly line of Adjusted Parcel 4 of said Record of Survey #5;

thence North 78°13'13" West, along said Southerly line, 285.43 feet to the POINT OF BEGINNING.

APN 1319-03-301-004

Said land further shown as Adjusted Parcel 1 on Record of Survey to support a Boundary Line Adjustment for Joyce A. Hollister, LC and Amelia and Rodney Blanchard, et al, filed for record with the Douglas County Recorder on October 26, 2005 in Book 1005, Page 12172, as Document No. 658956 and by Certificate of Amendment filed for record on January 31, 2006 in Book 0106, Page 10319, as Document No. 666851, Official Records, Douglas County, Nevada.

#### PARCEL 2:



A 15 foot sewer easement as set forth in document recorded July 25, 2007 in Book 0707, Page 9242 as Document NO. 706185.

"IN COMPLIANCE WITH NEVADA REVISED STATUTE 111.312, THE HEREIN ABOVE LEGAL DESCRIPTION WAS TAKEN FROM INSTRUMENT RECORDED JANUARY 16, 2008, BOOK 0108, PAGE 3301, AS FILE NO. 0716314, RECORDED IN THE OFFICIAL RECORDS OF DOUGLAS COUNTY, STATE OF NEVADA."

COPY