

8686500021

APN # 14034710035

~~RECORDED MAIL TO:~~

GMAC Mortgage, LLC

3451 Hammond Ave

Waterloo IA 50702

Prepared by: Jeff Uden

DOC # 800602
04/11/2012 10:49AM Deputy: SG

OFFICIAL RECORD

Requested By:

First American Mortgage Se
Douglas County - NV

Karen Ellison - Recorder

Page: 1 of 3 Fee: \$41.00

BK-412 PG-2937 RPTT: 0.00



SUBORDINATION AGREEMENT

THIS AGREEMENT, made March 5, 2012, by Mortgage Electronic Registration Systems, Inc., ('MERS'), present owner and holder of the Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH:

THAT KAREN A HEINE, ("Owner"), did execute a Deed of Trust dated December 19, 2007, to EXECUTIVE TRUSTEE SERVICES, INC., as trustee, covering:

SEE ATTACHED *- KAH BSA*

To secure a Note in the sum of \$25,000.00 dated December 19, 2007 in favor of Mortgage Electronic Registration Systems, Inc., ('MERS'), which Deed of Trust was recorded on January 9, 2008 as Book 0108, Page 1731, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of (Not to Exceed) \$241,659.00 dated *3/26/12* in favor of GMAC Mortgage, LLC, 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., ('MERS')

By: Jenny Brouwer
Jenny Brouwer
Title: Assistant Secretary
Attest: Amber Swanger
Amber Swanger
Title: Assistant Secretary



STATE OF IOWA
ss:

COUNTY OF BLACK HAWK

On March 5, 2012, before me **Tosha Mowatt**, a notary public in and for the said county, personally appeared Jenny Brouwer known to me to be a Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS') and Amber Swanger known to me to be an Assistant Secretary of Mortgage Electronic Registration Systems, Inc., ('MERS'), Solely Defined As Nominee For The Lender, GMAC Mortgage, LLC, the Limited Liability Company that executed the within instrumental also known to me (or proved to me on the basis of satisfactory evidence to be the person who executed the with instrument, behalf of the Limited Liability Company herein named and acknowledged to me that such Limited Liability Company executed the same.
WITNESS my hand and notarial seal.

Tosha Mowatt
Notary Public
TOSHA MOWATT





BK 412
PG-2939

800602 Page: 3 of 3 04/11/2012

Fdm No. 3301 (01/08)
Short Form Commitment

ORDER NO: 7286743n
FILE NO: 7286743n
CUSTOMER REF: 000687902760

Exhibit "A"

Real property in the City of **MINDEN**, County of **DOUGLAS**, State of **Nevada**, described as follows:

BEING LOT NUMBER 35 IN SIERRA VIEW SUBDIVISION AS SHOWN IN THE RECORDED PLAT/MAT THEREOF IN BOOK 02 PAGE 105 OF DOUGLAS COUNTY RECORDS.

Being all of that certain property conveyed to KAREN A. HEINE, Trustee of "THE KAREN A. HEINE REVOCABLE TRUST," dated May 18, 2007 from KAREN A. HEINE, by deed dated MAY 18, 2007 and recorded JUNE 06, 2007 as BOOK 607 PAGE 1352 of official records.

Commonly known as: 1510 JONES ST, MINDEN, NV 89423

APN #: 1420-34-710-035



HEINE

44873389

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



NS

NV

3

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

