

8656005000

~~WHEN RECORDED MAIL TO:~~

GMAC Mortgage, LLC
3451 Hammond Ave
Waterloo IA 50702
Prepared by: Jeff Uden

DOC # 808565
09/04/2012 12:16PM Deputy: SD
OFFICIAL RECORD
Requested By:
First American Mortgage Se
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$41.00
BK-912 PG-236 RPTT: 0.00



SUBORDINATION AGREEMENT

THIS AGREEMENT, made July 12, 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 **KIMBERLY D DRAKE**, ("Owner"), did execute a Deed of Trust dated April 14, 2006, to **EXECUTIVE TRUSTEE SERVICES, INC.**, as trustee, covering:

SEE ATTACHED

To secure a Note in the sum of \$25,000.00 dated April 14, 2006 in favor of Mortgage Electronic Registration Systems, Inc., ('MERS'), which Deed of Trust was recorded on June 19, 2006 as Book 606, Page 5667-5675, Official Records.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and note in the sum of (Not to Exceed) \$101,000.00 dated 08/01/12 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.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.
K U Uden + Kalletta Harris



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')



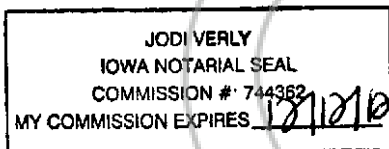
By: [Signature]
Jill Bohlken
Title: Assistant Secretary
Attest: [Signature]
Amber Swanger
Title: Assistant Secretary

STATE OF IOWA
ss:

COUNTY OF BLACK HAWK

On July 12, 2012, before me Jodi Verly, a notary public in and for the said county, personally appeared Jill Bohlken 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.



[Signature]
Notary Public
Jodi Verly



BK 912
PG-238

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

ORDER NO: 7444139n
FILE NO: 7444139n
CUSTOMER REF: 000687992852

Exhibit "A"

Real property in the City of **Carson City**, County of **Douglas**, State of **Nevada**, described as follows:

LOT 25, IN BLOCK B AS SHOWN ON THE OFFICIAL MAP OF SILVERADO HEIGHTS SUBDIVISION, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON SEPTEMBER 18, 1978, IN BOOK 978, PAGE 1176, AS DOCUMENT NO. 25326, AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION, RECORDED AUGUST 23, 1979, IN BOOK 879 OF OFFICIAL RECORDS, AT PAGE 1725, AS DOCUMENT NO. 35885, AND CERTIFICATE OF AMENDMENT OF THE FINAL PLAT OF SAID SUBDIVISION RECORDED OCTOBER 12, 1979, IN BOOK 1079, AT PAGE 1039, AS DOCUMENT NO. 37638, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

Being all of that certain property conveyed to KIMBERLY D. DRAKE, AN UNMARRIED WOMAN from KIMBERLY D. DRAKE, AN UNMARRIED WOMAN (WHO ERRONEOUSLY ACQUIRED TITLE AS: KIMBERLY D. DRAKE, A MARRIED WOMAN), by deed dated 02/22/1999 and recorded 02/26/1999 in BOOK 299, PAGE 5551 of official records.

Commonly known as: 3314 Vista Grande Blvd, Carson City, NV 89705

APN #: 1420-18-214-046



DRAKE

45619594

NV

FIRST AMERICAN ELS
SUBORDINATION AGREEMENT



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