DOC # 818840

02/25/2013 11:28AM Deputy: AR
OFFICIAL RECORD
Requested By:
LSI Pittsburgh

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-213 PG-6440 RPTT: 0.00

APN# 132 002001032

11-digit Assessor's Parcel Number may be obtained at: http://redrock.co.clark.nv.us/assrrealprop/ownr.aspx

SUBORDINATION AGREEMENT

Type of Document

(Example: Declaration of Homestead, Quit Claim Deed, etc.)

Recording Requested by:

LSI

Return Documents To:

Name LSI (15724237)

Address 700 Cherrington Parkway

City/State/Zip Coraopolis, PA 15108

This page added to provide additional information required by NRS 111.312 Section 1-2

(An additional recording fee of \$1.00 will apply)

This cover page must be typed or printed clearly in black ink only.

OR Form 108 ~ 06/06/2007 Coversheet.pdf



818840 Page: 2 of 6 02/25/2013

PG-6441

SUBORDINATION AGREEMENT

WHEN RECORDED MAIL TO:

Tepared By

Document Processing TX2-979-01-19 4500 Amon Carter Blvd Fort Worth, TX 76155 Penny Dondere

LOAN #: 136242377

MERS Phone: 1-888-679-6377

MIN: 00015700067295143

ESCROW/CLOSING#: 245399685

NOTICE: THIS SUBORDINATION AGREEMENT MAY RESULT IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

SUBORDINATION AGREEMENT

This Subordination Agreement ("Agreement") is made this Twenty-ninth day of January, 2013, by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loans, Inc. ("Subordinating Lender"), a corporation whose address is P.O. BOX 2026, FLINT, MI 48501-2026.

WITNESSETH:

WHEREAS, Subordinator is the beneficiary/mortgagee of that certain Deed of Trust/Mortgage ("Security Document") pursuant to that certain Security Document dated 05/25/2006 (the "Senior Lien"), and executed by TIMOTHY A DENVER and Renee M. Denver (together, the "Owner") and encumbering that certain real property located at 1621 JOHNSON LANE, MINDEN, NV 89423 (address) which is legally described on Exhibit "A" attached hereto and incorporated herein (the "Property"), which Security Document was recorded on 06/05/2006 in Official Records Book 0606, Page 1291, as Instrument No. 0676598, of the Official Records of DOUGLAS County, NV, as the same may have been or is to be modified prior hereto or contemporaneously herewith.



PG-6442 818840 Page: 3 of 6 02/25/2013

WHEREAS, Bank of America, N.A. ("Junior Lien Holder") has been requested to make a loan, line of credit or other financial accommodation to Owner, to be secured by either a deed of trust, deed to secure debt or mortgage (collectively, the "Junior Lien"), covering without limitation, the Property and securing the indebtedness described therein including the payment of a promissory note or line of credit (together, the "Note") made by Owner and/or others payable to the order of Junior Lien Holder, in the maximum principal face amount not to exceed \$278100.00 ("Principal Amount"), including provisions for acceleration and payment of collection costs (collectively, the "Loan"); and

WHEREAS, Junior Lien Holder requires, as a condition to making the Loan, that the Junior Lien be superior to the Senior Lien;

WHEREAS, it is to the mutual benefit of the Subordinator, Owner and Junior Lien Holder that Junior Lien Holder make the Loan to Owner; and Subordinator is willing to permit the Junior Lien, when recorded, to constitute a lien upon the Property that is unconditionally prior and superior to the Senior Lien.

NOW THEREFORE, for valuable consideration and to induce Junior Lien Holder to make the Loan to Owner, Subordinator hereby subordinates the Senior Lien to the Junior Lien and any renewals or extensions thereof, and declares, agrees and acknowledges that:

- (1) The Junior Lien and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property, prior and superior to the Superior Lien.
- (2) That Junior Lien Holder would not make the Loan without this subordination agreement.
- This Agreement is limited to the Principal Amount, plus interest and any additional amounts advanced pursuant to the provision of the Note or Junior Lien for payment of insurance premiums, taxes, cost of collection or protection of the value of the Property or Junior Lien Holder's rights in the Property. This Agreement shall inure to the benefit of Junior Lien Holder and be binding upon Subordinator, its successors and assigns and shall be binding upon any purchaser (at foreclosure or otherwise) of the Property, or any part thereof, and their respective heirs, personal representatives, successors and assigns.
- This agreement shall be the whole and only agreement with regard to the subordination of the Senior Lien to the Junior Lien and shall supersede and cancel, but only insofar as would affect the priority between the security instruments described herein, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Senior Lien, which provide for the subordination of the Senior Lien to another security instrument, deed of trust or mortgage.
- (5) It consents to and approves (i) all provisions of the Note and Junior Lien securing the loan, and (ii) all agreements, including but not limited to any loan or escrow agreements (collectively, the "Loan Agreements"), between Owner and Junior Lien Holder for the disbursement of the proceeds of the New
- (6) Junior Lien Holder making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Junior Lien Holder represented that it will, see to the application of such proceeds by the person(s) to whom Junior Lien Holder disburses such proceeds and any application or use of such proceeds other than those provided for in such Loan Agreement(s) shall not defeat the subordination herein made in whole or in part.

BK 213 PG-6443

818840 Page: 4 of 6 02/25/2013

(7) It intentionally and unconditionally waives, relinquishes and subordinates the Senior Lien in favor of the Junior Lien and understands that in reliance upon, and in consideration of, this waiver, relinquish and subordinate specific loans and advances are being and will be made and, 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 OWNER 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.

MORTGAGE ELECTRONIC BEGISTRATION SYSTEMS, Inc. ("MERS") as nominee for Countrywide Home Loaps, Inc.

Penny Dondero, Assistant Secretary

BK 213 PG-6444 BK 213 PG-644 818840 Page: 5 of 6 02/25/2013

ALL PURPOSE ACKNOWLEDGMENT

STATE OF OWO COUNTY OF Hanutr
On
WITNESS my-hand and official seal. Signature JEWELL A. SOUTH, NOTARY PUBLIC. IN AND FOR THE STATE OF OHIO MY COMMISSION EXPIRES APRIL 11, 2 0 17
ATTENTION NOTARY: Although the information requested below is OPTIONAL, it could prevent fraudulent attachment of this certificate to another document. THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT Number of Pages Date of Document Signer(s) Other Than Named Above

PG-6445 818840 Page: 6 of 6 02/25/2013

> Order No.: Loan No.:

15724237 245399685

BK 213

Exhibit A

The following described property:

A potion of the Northwest 1/4 of the Northwest 1/4 of Section 2, Township 13 North, Range 20 East, M.D.B. and M., further described as follows:

Parcel 1, as shown on the Parcel Map for Kenneth A. Dudley, filed for record in the office of the County Recorder of Douglas County, Nevada, on April 18, 1978, in Book 478, at Page 1018, as File No. 19734.

Assessor's Parcel No: 132002001032

