

DOC # 819370  
03/05/2013 02:07PM Deputy: SG  
**OFFICIAL RECORD**  
Requested By:  
First American Mortgage Se  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 5 Fee: \$43.00  
BK-313 PG-973 RPTT: 0.00



PARCEL NUMBER:

1220-15-310-040

I hereby affirm that this document does not  
contain the Social Security Number of person(s).  
As required by law: NRS 239B.030  
(Source of law or rule)

Signed Darnetta Little  
Print Name: DARNETTA LITTLE

**RECORDING REQUESTED BY and RETURN TO:**

NAME: FIRST AMERICAN MORTGAGE SERVICES  
ADDRESS: 1100 Superior Ave Suite # 200  
CITY/STATE/ZIP: Cleveland OH 44114  
ATTENTION: NATIONAL RECORDING

**ORDER #**

**TITLE OF DOCUMENT:**

Subordination Agreement



~~When Recorded Return to:~~  
First Tennessee Bank National Association, Grantor  
P.O. Box 132  
Memphis, TN 38101

## SUBORDINATION AGREEMENT

### RECITALS:

WHEREAS, Angela L. Barosso and Julian C Brandon, wife and husband as community property (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

1441 Palisade Circle  
Gardnerville, NV 84960

AND WHEREAS, the said Borrower has made application for a closed-end mortgage loan ("New Loan") in an amount not to exceed \$198,694.00 from Citibank, N.A. (the "Grantee"), whose address is: 1000 Technology Drive, O'Fallon, MO 63368 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, recorded February 23, 2007 as Instrument Number: 0695565. Official Records of Douglas County, State of Nevada.



As a condition of making the New Loan, the Grantée has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

**AGREEMENTS:**

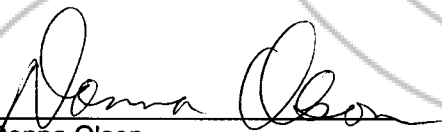
**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
5. This Agreement shall be construed in accordance with the laws of the State of Tennessee.

**IN WITNESS WHEREOF**, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 14<sup>th</sup> day of January, 2013.

WITNESS:

FIRST TENNESSEE BANK NATIONAL ASSOCIATION  
SUCCESSOR THRU MERGER WITH FIRST HORIZON  
HOME LOAN CORPORATION (Grantor)

  
Donna Olson

By:   
Name: Debra D. Cottingham  
Title: Limited Vice President Underwriter



**ACKNOWLEDGMENT**

STATE OF TENNESSEE )

COUNTY OF SHELBY )

) ss:

Before me, Lee Anne Todd of the state and county mentioned, personally appeared Debra D. Cottingham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter **FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION**, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

WITNESS my hand and official seal on this 14<sup>th</sup> day of January, 2013.

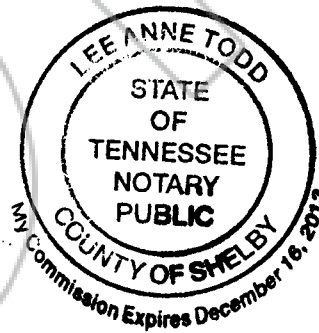
*Lee Anne Todd*

Notary Public

Lee Anne Todd

My Commission expires: December 16, 2013

Prepared by: Lee Anne Todd  
First Tennessee Bank  
1555 Lynnfield Bldg C  
Memphis, TN 38119





BK 313  
PG-977

**EXHIBIT "A"**

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Escrow No. **7689203n (ts)**  
A.P.N.: **1220-15-310-040**

LOT 8, IN BLOCK L, AS SAID LOT AND BLOCK ARE SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO.4, FILED OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON APRIL 10, 1967, IN MAP BOOK 1, PAGE 055, FILING NO. 35914.

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



**BAROSSO  
46545196**

**NV**

**FIRST AMERICAN ELS  
SUBORDINATION AGREEMENT**

