

DOC # 820973
04/01/2013 02:50PM Deputy: AR
OFFICIAL RECORD
Requested By:
Mortgage Information Servi
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-413 PG-271 RPTT: 0.00



APN # 1420-07-611-045

Recording Requested by &
Returned to:

Mortgage Information Services, Inc
4877 Galaxy Parkway, Ste I
Cleveland, OH 44128
MIS#: 1248999

SUBORDINATION AGREEMENT

(Title of Document)

I, the undersigned, hereby affirm that this document submitted for recording does not contain a social security number.

I, the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).

Signature Mary Perdok Recording Supervisor

This Page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)



RECORDING REQUESTED BY:

Home Equity Service Center
1 Mortgage Way PO Box 5449
Mount Laurel, NJ 08054
Attn: Mailstop DC
Prepared by: Paulette Noyes

Loan Number: 6006274986

M.I.S. FILE NO
1248999

SUBORDINATION AGREEMENT

This Agreement, made March 7, 2013 by Michael A. Dietrich, unmarried, as owner(s) of the land hereinafter described ("Owner"), and MSCC HELOC TRUST 2007-1, as present owner and holder of the Note and beneficiary of the DEED OF TRUST first hereinafter described;

WITNESSETH

WHEREAS, In order to secure a loan in the principal amount of \$30,000.00 plus interest thereon, Owner did execute a DEED OF TRUST in favor of Discover Bank dated June 14, 2006 which DEED OF TRUST was recorded on 06/26/2006, as Document#: 0678036, Book: 0606, Page: 8661, and was assigned to Morgan Stanley Private Bank, N.A., as Successor by Merger to Morgan Stanley Credit Corporation by assignment which is dated 07/18/2012 and is to be recorded; and whereas said DEED OF TRUST was assigned to MSCC HELOC TRUST 2007-1 by assignment dated 10/26/2012 which is to be recorded in the official records in the County of Douglas, State of NV covering the premises at 3560 Shadow Lane, Carson City, NV 89705-8033, more particularly described in Exhibit "A" attached hereto and made a part thereof by reference.

WHEREAS, Citibank, N.A. ("Lender") is about to make a loan through a promissory note to Owner, secured by a DEED OF TRUST on and covering the above-described premises; and

WHEREAS, Lender is willing to make such loan, provided that the DEED OF TRUST held by MSCC HELOC TRUST 2007-1 is subordinated to the lien of the DEED OF TRUST about to be made in favor of Lender as set forth above.

NOW THEREFORE, in consideration of the premises and other valuable consideration, the receipt of which is hereby acknowledged, IT IS HEREBY DECLARED, UNDERSTOOD AND AGREED as follows:

1. MSCC HELOC TRUST 2007-1 and Owner hereby covenant, consent and agree that the above mentioned DEED OF TRUST held by MSCC HELOC TRUST 2007-1 is and shall continue to be subject and subordinate in lien to the lien of the DEED OF TRUST about to be made in favor of Lender and Lender's DEED OF TRUST shall continue to be a lien prior to and superior to the lien of the DEED OF TRUST in favor of MSCC HELOC TRUST 2007-1.
2. MSCC HELOC TRUST 2007-1 and Owner declare and acknowledge that they intentionally subordinate the DEED OF TRUST in favor of MSCC HELOC TRUST 2007-1 to the DEED OF




TRUST in favor of Lender, and understand in reliance upon and in consideration of this subordination, Lender will make its loan to Owner and Lender would not make said loan but for this subordination.

- 3. Such subordination shall be for the principal sum of said note of Lender and accrued interest thereon, and other costs and fees as set forth in Lender's DEED OF TRUST and said Note, but shall not apply to future advances whether pursuant to a Future Advance clause or otherwise, provided, however, that the maximum amount subordinated by this Agreement shall be the sum of \$201,960.00.
- 4. This Subordination Agreement contains the whole agreement between the parties hereto as to the priority of the DEED OF TRUST held by MSCC HELOC TRUST 2007-1 and the DEED OF TRUST about to be made in favor of Lender, and there are no other agreements, written or oral, outside and separate from this Agreement, and all prior negotiations, if any, are merged with this Agreement.

In WITNESS WHEREOF, MSCC HELOC TRUST 2007-1 and Owner have executed this Agreement on the day and year first above written.

Wells Fargo Bank, N.A.
As Indenture Trustee for MSCC HELOC TRUST 2007-1

By: PHH Mortgage Corporation
As attorney in fact for Morgan Stanley Private Bank, National Association, as successor by merger to Morgan Stanley Credit Corporation


By: 
Printed Name: Sergio Gargurevich
Its: Vice President

OWNER: _____
Printed Name: Michael A. Dietrich

OWNER: _____
Printed Name: _____

STATE OF NEW JERSEY) SS:
COUNTY OF BURLINGTON)

On this March 7, 2013 before me the undersigned personally appeared Sergio Gargurevich known to me to be Vice President or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New Jersey

CECILIA COLLINS
Notary Public, State of New Jersey
My Commission Expires
October 21, 2016

My Commission Expires: 10/21/2016 (This area for official notary seal)



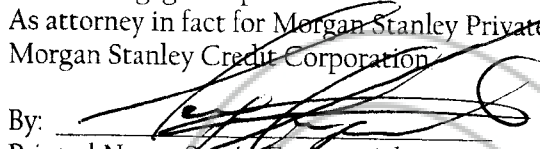
TRUST in favor of Lender, and understand in reliance upon and in consideration of this subordination, Lender will make its loan to Owner and Lender would not make said loan but for this subordination.

- 3. Such subordination shall be for the principal sum of said note of Lender and accrued interest thereon, and other costs and fees as set forth in Lender's DEED OF TRUST and said Note, but shall not apply to future advances whether pursuant to a Future Advance clause or otherwise, provided, however, that the maximum amount subordinated by this Agreement shall be the sum of **\$201,960.00.**
- 4. This Subordination Agreement contains the whole agreement between the parties hereto as to the priority of the DEED OF TRUST held by MSCC HELOC TRUST 2007-1 and the DEED OF TRUST about to be made in favor of Lender, and there are no other agreements, written or oral, outside and separate from this Agreement, and all prior negotiations, if any, are merged with this Agreement.

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Wells Fargo Bank, N.A.
As Indenture Trustee for MSCC HELOC TRUST 2007-1

By: PHH Mortgage Corporation
As attorney in fact for Morgan Stanley Private Bank, National Association, as successor by merger to Morgan Stanley Credit Corporation

By: 
Printed Name: Sergio Gargurevich
Its: Vice President

OWNER: 
Printed Name: Michael A. Dietrich

OWNER: _____
Printed Name: _____

STATE OF NEW JERSEY) SS:
COUNTY OF BURLINGTON)

On this March 7, 2013 before me the undersigned personally appeared Sergio Gargurevich known to me to be Vice President or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New Jersey

CECILIA COLLINS
Notary Public, State of New Jersey
My Commission Expires
October 21, 2016

My Commission Expires: 10/21/2016 (This area for official notary seal)

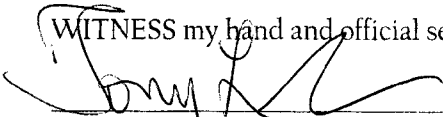


Loan Number: 6006274986

STATE OF CALIFORNIA) SS:
COUNTY OF SANTA CLARA

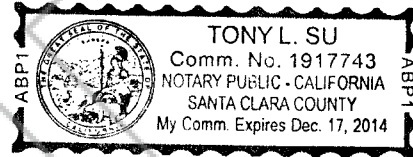
On this 19 day of MARCH, 2013 before me the undersigned personally appeared Michael A. Dietrich personally known to me, or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

My Commission Expires: DEC. 17, 2014 (This area of official notary seal)



Loan Number: 6006274986



Title No: MIS-1248999

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DOUGLAS, STATE OF Nevada, AND IS DESCRIBED AS FOLLOWS:

LOT 18, BLOCK C, OF THE FINAL MAP OF SUNRIDGE HEIGHTS PHASE 2, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 30, 1993, IN BOOK 993, PAGE 6482, AS DOCUMENT NO. 319089.

Parcel ID: 1420-07-611-045

Commonly known as 3560 SHADOW Lane, Carson City, NV 89705
However, by showing this address no additional coverage is provided

