05/06/2013 09:30AM Deputy: GB OFFICIAL RECORD Requested By: LSI Pittsburgh Douglas County - NV Karen Ellison - Recorder 142-03-401-009 APN# \_\_\_ Page: 1 of 4Fee: BK-513 PG-961 RPTT: 0.00 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 #15944914 **Return Documents To:** Name LSI ( 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

DOC #

822987

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Assessor's Parcel No: 1420-34-401-009

Prepared by: When Recorded Mail to:

Greater Nevada Mortgage Services

Attn: Servicing 4070 Silver Sage Dr. Carson City, NV 89701

## SUBORDINATION AGREEMENT

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

THIS AGREEMENT, made April 2, 2013 by William L. Walker and Jittima Walker, husband and wife as joint tenants

Owner and land herinafter described and herinafter referred to as "Owner", and Greater Nevada Mortgage Services, present owner and holder of the deed of trust and note hereinafter described and herinafter referred to as "Beneficiary":

## WITNESSETH

**THAT WHEREAS**, Owner has executed a deed of trust, dated February 17, 2006 to Marquis Title & Escrow, Inc. as trustee covering:

## See Exhibit "A" attached hereto made a part hereof

to secure a note in the sum of \$50,000.00 dated February 17, 2006, in favor of the Beneficiary which deed of trust was recorded on February 28, 2006 as Original Document No. 0668885 Book 0206 Page 9596, and;

WHEREAS, OW	mer has executed, or is about	t to execute, a deed of trust and note no	ot to exceed \$ 185,874.00
dated April 23,2		rgo Bank, N.A., hereinafter referred to	as "Lender", payable with
interest and upon	the terms and conditions des	scribed therein, which deed of trust wi	I record concurrently
herewith on	, in Book	, Official Records, Page	, as Document
No	; and	/ /	

WHEREAS, it is a condition precedent to obtaining said loan from lender 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 supervisor to the lien or charge upon the land hereinbefore described, prior and supervisor to the lien or charge of the deed of trust first above mentioned; 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 deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

**BK** 513

1) That said deed of trust securing said note in favor of Lender, and any renewals or extension thereof, 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 deed of trust first above mentioned.

2) That Lender would not make its loan above described without this subordination agreement.

3) That this agreement shall supersede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lie or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of the lender, which provisions are inconsistent or contrary to the provisions herein.

Beneficiary declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, be Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement in under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds an nay application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He 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 specific loans and advances are being paid and will be 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.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON 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.

GREATER NEVADA MORTGAGE SERVICES 4070 SILVER SAGE DR CARSON CITY, NV 89701

Nick Serrano, Vice President Sales

STATE OF NEVADA
COUNTY OF COURSON CITY

This instrument was acknowledged before me on

by Nick Serrano.

Notary Public Halay Guina

HALEY GWINN
NOTARY PUBLIC
STATE OF NEVADA
No.09-10892-3 My Appt. Exp. July 29, 2013

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Order No.: Loan No.: **15944914** 0354961799

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## **Exhibit A**

The following described property:

Commencing at the Southwest corner of Lot 24 of Artemisia Subdivision, said Subdivision Plat being recorded in the Office of the County Recorder of Douglas County, Nevada; thence North 89 degrees 58' East a distance of 302.50 feet to the true point of beginning; thence continuing North 89 degrees 58' East a distance of 151.25 feet; thence North 0 degrees 03 East a distance of 354.50 feet; thence South 89 degrees 58' West a distance of 151.25 feet; thence South 0 degrees 03' West 354.50 feet to the point of beginning.

Being the South 33.25 feet of the West 151.25 feet of the East 302.50 feet of Lot 23 of Artemisia Subdivision, and the West 151.25 feet of the East 302.50 feet of Lot 24 of Artemisia Subdivision also being described as Lots 24-2 of the unrecorded Plat of Lots 23 and 24 of Block 2 of Artemisia Subdivision.

The above metes and bounds description appeared previously in that certain Document recorded January 27, 2003 in Book 103, Page 11022 as Document No. 565249 of Official Records.

Being the same parcel conveyed to William L. Walker and Jittima Walker from LaDonna Olivieri and Roy Olivieri, by virtue of a Deed dated 2/26/2005, Recorded 3/2/2005, in Deed Book 0305, Page 00673, as Instrument No. 0637966 County of Douglas, State of Nevada.

Assessor's Parcel No: 142034401009