

DOC # 823915
05/20/2013 03:47PM Deputy: KE
OFFICIAL RECORD
Requested By:
First American Title State
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 12 Fee: \$50.00
BK-513 PG-5256 RPTT: 0.00

A.P.N.: 1320-04-001-008
File No: 143-2441443 (Rt)



When Recorded Return To:
Parker Mortgage
131 - A Stoney Circle Ste: 532
Santa Rosa CA 95401

SUBORDINATION AGREEMENT
(EXISTING TO NEW)

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 this 4/29/13, by

Ronald W. Vogel and Claudette D. Vogel

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

Michael Ryan Cooper Thomsen, an unmarried man, as to an undivided 40 interest, Brianna Michelle Scott, a married woman as her sole and separate property as to an undivided 40% interest, and Andrew F. Bulfer III, a married mans as his sole and separate property as to an undivided 20% intetest, all as tenants in common

present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust dated **1-16-12** to **First American Title Company**, as Trustee, covering:

LOT 12, IN BLOCK E AS SHOWN ON THE OFFICIAL MAP OF CARSON VALLEY BUSINESS PARK PHASE 1, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA ON SEPTEMBER 21, 1993 IN BOOK 993 AT PAGE 3579 AS FILE NO. 318019, OFFICIAL RECORDS.

*This document has been signed in counterpart and is being recorded as one



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

to secure a Note in the sum of **\$200,000.00**, dated **1-16-12**, in favor of **Michael Ryan Cooper Thomsen, an unmarried man, as to an undivided 40 interest, Brianna Michelle Scott, a married woman as her sole and separate property as to an undivided 40% interest, and Andrew F. Bulfer III, a married mans as his sole and separate property as to an undivided 20% intetest, all as tenants in common**, which Deed of Trust was recorded **1-27-12** in Book **112**, Page **5397**, or Instrument No. **796590**, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$422,000.00**, dated 2/20/2013, in favor of **Pacific Union Confrence of Seventh Day Avdentists**, 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; and

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 Deed of Trust 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:

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions 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 be the whole and only agreement with regard to the subordination of 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 above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

- (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, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is 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 and any 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 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; and
- (d) An endorsement has been placed upon the Note secured by Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

**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 THE IMPROVEMENT OF THE LAND.**



A.P.N. 1320-04-001-008 Subordination Agreement - continued

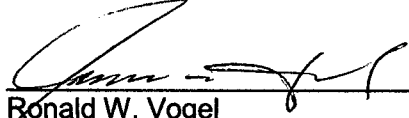
File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

*IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "A")*

OWNER:




Ronald W. Vogel



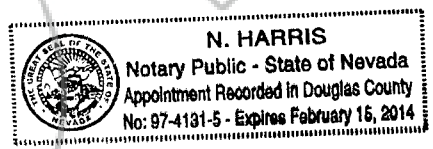
Claudette D. Vogel

STATE OF NEVADA)
 : ss.
COUNTY OF)
DOUGLAS

This instrument was acknowledged before me on May 14, 2013
by
Ronald W. Vogel and Claudette D. Vogel.



Notary Public




(My commission expires:) 2/15/14

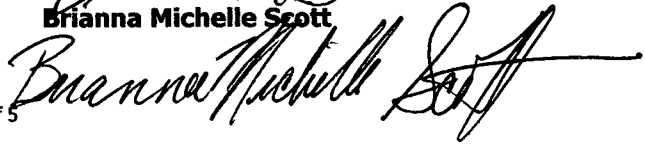
BENEFICIARY:

By: _____

Michael Ryan Cooper Thomsen



Brianna Michelle Scott





A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

Andrew F. Bulfer III

STATE _____)
OF _____)
 : **ss.**
COUNTY OF _____)
_____)

This instrument was acknowledged before me on _____
by _____
as _____
of _____
.

CALIFORNIA
ACKNOWLEDGEMENT
AT 2/26/2013

Notary Public
(My commission expires: _____)



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Sonoma

On April 30th 2013 before me, Nancy Holt Notary Public
(Here insert name and title of the officer)

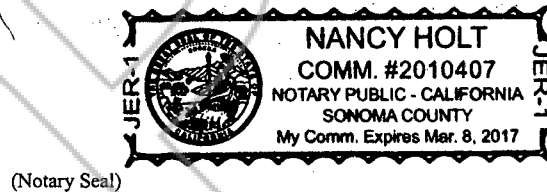
personally appeared Brianna Michelle Scott

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies); and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Nancy Holt
Signature of Notary Public



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

DESCRIPTION OF THE ATTACHED DOCUMENT

Subordination Agreement
(Title or description of attached document)

existing to new
(Title or description of attached document continued)

Number of Pages 5 Document Date 4/30/13

(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____



A.P.N.: 1320-04-001-008
File No: 143-2441443 (Rt)

When Recorded Return To:

SUBORDINATION AGREEMENT

(EXISTING TO NEW)

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 this 4/29/13, by

Ronald W. Vogel and Claudette D. Vogel

Owner of the land hereinafter described and hereinafter referred to as "Owner", and

Michael Ryan Cooper Thomsen, an unmarried man, as to an undivided 40 interest, Brianna Michelle Scott, a married woman as her sole and separate property as to an undivided 40% interest, and Andrew F. Bulfer III, a married mans as his sole and separate property as to an undivided 20% intetest, all as tenants in common

present Owner and Holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust dated **1-16-12** to **First American Title Company**, as Trustee, covering:

LOT 12, IN BLOCK E AS SHOWN ON THE OFFICIAL MAP OF CARSON VALLEY BUSINESS PARK PHASE 1, RECORDED IN THE OFFICE OF THE DOUGLAS COUNTY RECORDER, STATE OF NEVADA ON SEPTEMBER 21, 1993 IN BOOK 993 AT PAGE 3579 AS FILE NO. 318019, OFFICIAL RECORDS.



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

to secure a Note in the sum of **\$200,000.00**, dated **1-16-12**, in favor of **Michael Ryan Cooper Thomsen, an unmarried man, as to an undivided 40 interest, Brianna Michelle Scott, a married woman as her sole and separate property as to an undivided 40% interest, and Andrew F. Bulfer III, a married mans as his sole and separate property as to an undivided 20% intetest, all as tenants in common**, which Deed of Trust was recorded **1-27-12** in Book **112**, Page **5397**, or Instrument No. **796590**, of said County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of **\$422,000.00**, dated 2/20/2013, in favor of **Pacific Union Confrence of Seventh Day Avdentists**, 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; and

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 Deed of Trust 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:

- (1) That said Deed of Trust securing said Note in favor of Lender, and any renewals or extensions 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 be the whole and only agreement with regard to the subordination of 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 above referred to and shall supersede and cancel, but only insofar as would affect the priority between the Deeds of Trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another Deed or Deed of Trust or to another Mortgage or Mortgages.

Beneficiary declares, agrees and acknowledges that



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

- (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, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- (b) Lender in making disbursements pursuant to any such agreement is 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 and any 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 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; and
- (d) An endorsement has been placed upon the Note secured by Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the Deed of Trust in favor of Lender above referred to.

**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 THE IMPROVEMENT OF THE LAND.**



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

*IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.
(CLTA SUBORDINATION FORM "A")*

OWNER:

Ronald W. Vogel

Claudette D. Vogel

STATE OF **NEVADA**)
 : **ss.**
COUNTY OF)
DOUGLAS

This instrument was acknowledged before me on
by
Ronald W. Vogel and Claudette D. Vogel.

Notary Public

(My commission expires:)

BENEFICIARY:

By: _____



Michael Ryan Cooper Thomsen

Brianna Michelle Scott



A.P.N. 1320-04-001-008 Subordination Agreement - continued

File No.: **143-2441443 (Rt)**

Date: **February 26, 2013**

Andrew F. Bulfer III
Andrew F. Bulfer III

STATE _____)
OF _____)
: **ss.**
COUNTY OF _____)
_____)

This instrument was acknowledged before me on _____ by _____
as _____
of _____

Notary Public
(My commission expires: _____)

See Attached



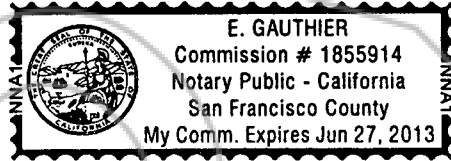
State of California)
County of San Francisco)

On April 29, 2013 before me,
E. Gauthier, Notary Public (here insert name and title of the officer),
personally appeared Michael Ryan Cooper Thomsen and Andrew F. Bulfer, III
who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within
instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their
signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and
correct.

WITNESS my hand and official seal.

Signature E. Gauthier (Seal)



COOPER