

Order No. 770-13000362 SL
Escrow No.
Loan No. 30030 M15F-PP

WHEN RECORDED MAIL TO:

LOS ANGELES FIREMEN'S CREDIT UNION
PO BOX 60890
LOS ANGELES, CA 90099-4303
ATT: Real Estate Dept./KH

2445391-VT
APN# 1320-35-001-027
#30030 M15F-PP

DOC # **823999**
05/22/2013 12:04PM Deputy: PK
OFFICIAL RECORD
Requested By:
First American Title Reno
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-513 PG-5745 RPTT: 0.00



Space above for Recorder's Use Only

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 this MAY 9, 2013 by

CONRAD CHARLES MARCIONE and SUZANNE LYNN MARCIONE, CO-TRUSTEES OF THE CONRAD CHARLES MARCIONE JR. LIVING TRUST DATE ESTABLISHED DECEMBER 4, 1989

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

LOS ANGELES FIREMEN'S CREDIT UNION

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

WITNESSETH

THAT WHEREAS, CONRAD CHARLES MARCIONE and SUZANNE LYNN MARCIONE, CO-TRUSTEES OF THE CONRAD CHARLES MARCIONE JR. LIVING TRUST DATE ESTABLISHED DECEMBER 4, 1989 did execute a Deed of Trust dated MAY 22, 2006 to FIRST AMERICAN TITLE COMPANY, as Trustee, covering:

LEGAL DESCRIPTION AS ATTACHED AND MADE A PART HEREOF

to secure a Note in the sum of \$500,000.00, dated MAY 22, 2006, in favor of

LOS ANGELES FIREMEN'S CREDIT UNION,

of which Deed of Trust was recorded, JUNE 8, 2006 as Instrument No. 676835 Book 606, Page 2624 Official Records of DOUGLAS COUNTY; and WHEREAS, CONRAD CHARLES MARCIONE and SUZANNE LYNN MARCIONE, CO-TRUSTEES OF THE CONRAD CHARLES MARCIONE JR. LIVING TRUST DATE ESTABLISHED DECEMBER 4, 1989 Owner, has executed, or is about to execute, a Deed of Trust and Note in the sum of \$280,000.00 dated MAY 9, 2013 in favor of

LOS ANGELES FIREMEN'S CREDIT UNION

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 as 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

(continued on reverse side)

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 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 acknowledge, 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 Deeds of Trust or to another mortgage or mortgages.

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, between Owners 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 the 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 IMPROVEMENT OF THE LAND.

Beneficiary



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BK 513
PG-5746

Owner

The Conrad Charles Marcione Jr, Living Trust date
Established December 4, 1989

LYNN A. SEEBER, MANAGER
Los Angeles Firemen's Credit Union

TRUSTEE
CONRAD CHARLES MARCIONE, Co-Trustee
SUZANNE LYNN MARCIONE, Co-Trustee

(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.



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California }
County of Los Angeles }

On MAY 10, 2013 before me, PATRICIA M. FRITZ, NOTARY PUBLIC,
Date Here Insert Name and Title of the Officer

personally appeared LYNN A. JEEBOE
Name(s) of Signer(s)

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.

Signature: Patricia M. Fritz
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUBORDINATION AGREEMENT

Document Date: MAY 9, 2013 Number of Pages: 2

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Partner — Limited General Individual Partner — Limited General

Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

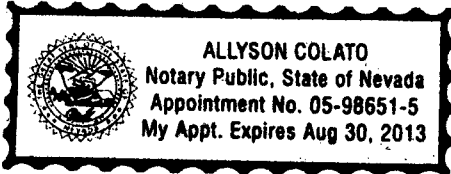
Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____

NEVADA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT N.R.S. 240.166

State of Nevada

County of Douglas } ss.



This instrument was acknowledged before me on this the 14 day of May, 2013, by

(1) Conrad Marcione Name of Signer

(2) and Suzanne Marcione Name of Signer

Allyson Colato Signature of Notary Public

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Subordination Agreement

Document Date: 5-9-2013 Number of Pages: 2

Signer(s) Other Than Named Above: - none -

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here





EXHIBIT "A"

The land referred to in this Commitment is situated in the County of Douglas, State of Nevada and is described as follows:

PARCEL 1:

PARCEL 3A-1B, AS SET FORTH ON PARCEL MAP FOR PETERSON, GREEN, GILL AND FOX FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 28, 1993, IN BOOK 693, PAGE 6333, DOCUMENT NO. 311057.

PARCEL 2:

ALL THOSE CERTAIN ROADWAY AND UTILITY EASEMENTS FOR INGRESS AND EGRESS AS SET FORTH ON THAT CERTAIN RECORD OF SURVEY FOR NEVIS INDUSTRIES, INC., FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON DECEMBER 23, 1980 AS DOCUMENT NO. 51917 OF OFFICIAL RECORDS.

Initial

X pm

X lie