

DOC # 827913
07/29/2013 09:40AM Deputy: SG
OFFICIAL RECORD
Requested By:
Title Source, Inc.
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 6 Fee: \$19.00
BK-713 PG-7070 RPTT: 0.00



RECORDING REQUESTED BY:
Home Equity Service Center
1 Mortgage Way PO Box 5449
Mount Laurel, NJ 08054
Attn: Mailstop DC
Prepared by: Mark Donohue

Loan Number: 6006210931

57817155-2150923

2 SUBORDINATION AGREEMENT

This Agreement, made June 11, 2013 by Marianne K. Ryder and William J. Ryder, wife and husband, as joint tenants with rights of survivorship as owner(s) of the land hereinafter described ("Owner"), and Wells Fargo Bank, N.A. As Indenture Trustee for 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 \$50,000.00 plus interest thereon, Owner did execute a DEED OF TRUST in favor of Morgan Stanley Credit Corporation dated 10/23/2006 which DEED OF TRUST was recorded on 11/16/2006, as Document# 0688883, Book: 1106, Pages: 6045, and whereas said DEED OF TRUST was assigned to Wells Fargo Bank, N.A. As Indenture Trustee for MSCC HELOC TRUST 2007-1, by assignment which is to be recorded in the official records in the County of Douglas, State of NV, covering the premises at 1267 Bridle Way, Minden, NV 89423-8803, more particularly described in Exhibit "A" attached hereto and made a part thereof by reference; and

Rd Instru #827818 pg #6494 bk #713 07/25/13

WHEREAS, Quicken Loans Inc. ISAOA, ("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 \$201,100.00.

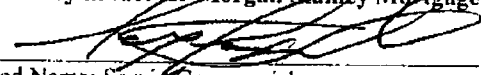


4. This Subordination Agreement contains the whole agreement between the parties hereto as to the priority of the **DEED OF TRUST** held by **MSCC HELOC TRUST 2007-1** and the **DEED OF TRUST** about to be made in favor of Lender, and there are no other agreements, written or oral, outside and separate from this Agreement, and all prior negotiations, if any, are merged with this Agreement.

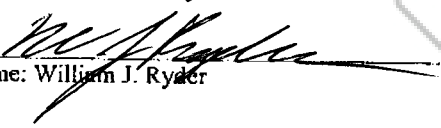
In WITNESS WHEREOF, **MSCC HELOC TRUST 2007-1** and Owner have executed this Agreement on the day and year first above written.

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 Mortgage Capital Holding LLC

By: 
Printed Name: Sergio Gargurevich
Its: Vice President

OWNER: 
Printed Name: Marianne K. Ryder

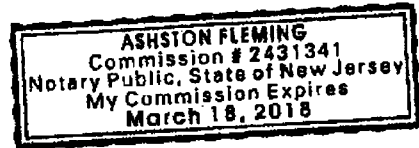
OWNER: 
Printed Name: William J. Ryder

STATE OF NEW JERSEY) SS:
COUNTY OF BURLINGTON)

On this **June 11, 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

My Commission Expires: 03/18/2018(This area for official notary seal)



Loan Number: 6006210931




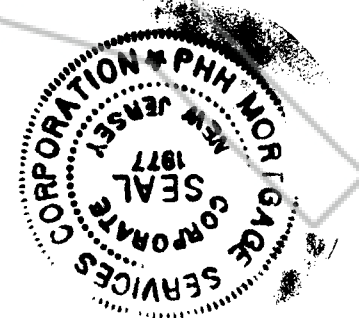
- 4. This Subordination Agreement contains the whole agreement between the parties hereto as to the priority of the **DEED OF TRUST** held by **MSCC HELOC TRUST 2007-1** and the **DEED OF TRUST** about to be made in favor of Lender, and there are no other agreements, written or oral, outside and separate 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 Mortgage Capital Holding LLC

By: 
Printed Name: Sergio Gargurevich
Its: Vice President

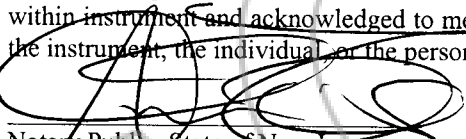


OWNER: _____
Printed Name: Marianne K. Ryder

OWNER: _____
Printed Name: William J. Ryder

STATE OF NEW JERSEY) SS:
COUNTY OF BURLINGTON)

On this **June 11, 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

My Commission Expires: 03/18/2018(This area for official notary seal)



Loan Number: 6006210931

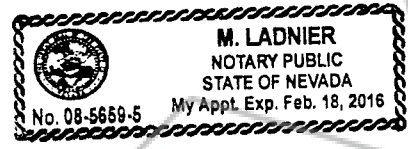


STATE OF NEVADA) SS:
COUNTY OF DOUGLAS)

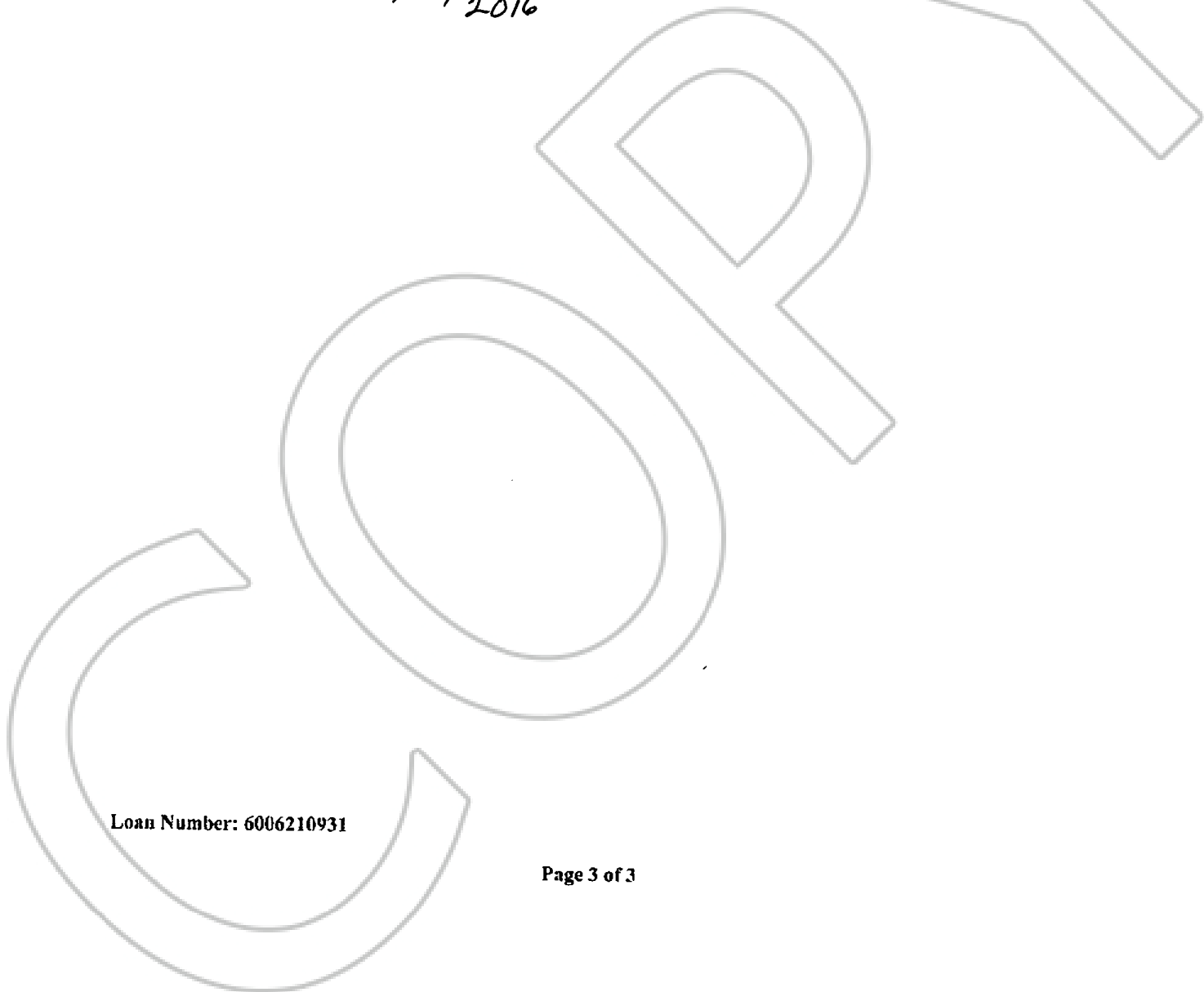
rel On this 16th day of July, 2013 before me the undersigned personally appeared Marianne K. Ryder
and William J. Ryder personally known to me, or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and acknowledged to me that he/she 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.

M. Ladnier
Notary Public



My Commission Expires: 02/18/2015 (This area of official notary seal)
2016



Loan Number: 6006210931



NOTARY ACKNOWLEDGEMENT SIGNATURE PAGE

Document type: Subordination Agreement

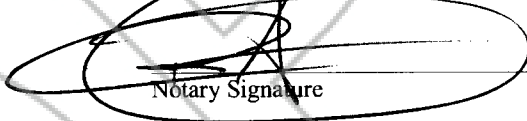
Signed by: William J Ryden

State of NEVADA

County of Lander

On this 18th day of July, 2013, before me, a Notary Public of the State and County aforesaid, personally appeared William J Ryden known to me to be, or satisfactorily proven to be the person(s) whose name(s) is/are subscribed in the within Subordination Agreement and who acknowledged that he/she/they executed the same for the purposes therein contained.

My Commission Expires: 9 Oct 2013


Notary Signature

Seal

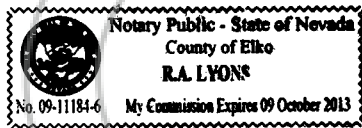




EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 142033213024

Land Situated in the City of Minden in the County of Douglas in the State of NV

LOT 35, IN BLOCK D, OF THE FINAL MAP OF WILDHORSE, UNIT 1, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON AUGUST 3, 1989, IN BOOK 889 PAGE 450, AS DOCUMENT NO. 207982.

Commonly known as: 1267 Bridle Way , Minden, NV 89423

