

DOC # 828441
08/06/2013 11:27AM Deputy: PK
OFFICIAL RECORD
Requested By:
Northern Nevada Title CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 3 Fee: \$16.00
BK-813 PG-1717 RPTT: 0.00

Assessor's Parcel No: 1220-17-501-020

When Recorded Mail to:
Greater Nevada Credit Union
Attn: Lending
451 Eagle Station Lane
Carson City, NV 89701

1100413 NB



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 July 19, 2013 by Joseph A. Pecorilla, An Unmarried Man

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

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated September 11, 2008 to First American Title as trustee covering:

See Exhibit "A" attached hereto made a part hereof

to secure a note in the sum of \$132,000.00 dated September 11, 2008, in favor of the Beneficiary which deed of trust was recorded on September 15, 2008 as Original Document No. 730033 Book xx Page xx, and;

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note not to exceed \$ new loan amount dated 7/31/13 in favor of Guild Mortgage Company, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust will record concurrently herewith on 08/06/2013 in Book 813, Official Records, Page 1702, as Document No. 828440; 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:



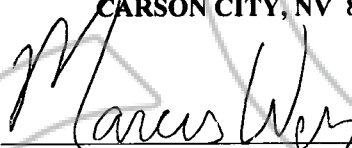
- 1) That said deed of trust securing said note in favor of Lender, and any renewals or extension thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- 2) That 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 CREDIT UNION
451 EAGLE STATION LANE
CARSON CITY, NV 89701**



Marcus Wertz, Consumer Loan Manager

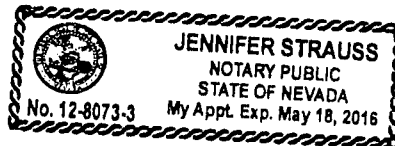
STATE OF NEVADA
COUNTY OF _____

This instrument was acknowledged before me on

July 22, 2013 by Marcus Wertz.



Notary Public





Escrow No.: 1100413-WD
Title Order No.:

EXHIBIT A

THE LAND REFERRED TO HEREIN BELOW IS DESCRIBED AS FOLLOWS:

That portion of the Northwest one-quarter of the Northeast one-quarter of Section 17, Township 12 North, Range 20 East, M.D.B. & M., in the County of Douglas, State of Nevada, more particularly described as follows:

Beginning at the Northeasterly corner of Parcel 1 of that certain Parcel Map #1019 for THE CLARK FAMILY TRUST, recorded in Book 796 at Page 4151, as Document No. 392836 of the Official Records of said Douglas County; thence Southerly along the Easterly line of said Parcel 1, South 0°37'40" West, 213.25 feet; thence North 89°32'00" West, 459.08 feet to a point on the Westerly line of said Parcel Map #1019; thence Northerly along said Westerly line, North 0°32'20" East, 213.25 feet to the Northwesterly corner of said Parcel 1, said corner being on the Southerly right-of-way line of Centerville Lane (A.K.A. Nevada Highway 756); thence Easterly along said Southerly right-of-way line South 89°32'00" East, 459.41 feet to the point of beginning.

The above described parcel is shown as Parcel 1A on that certain Record of Survey in Support of a Boundary Line Adjustment for THE CLARK FAMILY TRUST and JEFFREY P. PISCIOTTA, recorded in Book 0301 at Page 1462, as Document No. 509940 of the Official Records of said Douglas County,

EXCEPTING THEREFROM that portion of said land lying within Heavenly View Court.

Note: Legal Description previously contained in Document No. 827486 in Book 713 at Page 4953 recorded on July 22, 2013.