DOC # 839489

03/14/2014 02:10PM Deputy: SG
 OFFICIAL RECORD
 Requested By:
First American Title Insuration Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 4 Fee: \$17.00

BK-314 PG-2095 RPTT: 0.00



APN: 1220-17-515-002

This Instrument Prepared by: Lee Anne Todd

When Recorded Return to:
First Tennessee Bank National Association, Grantor
P.O. Box 132
Memphis, TN 38101

SUBORDINATION AGREEMENT

8202780

RECITALS:

WHEREAS, Karl E. Meyer and Joyce Chang Meyer, husband and wife, as joint tenants (hereinafter singly or collectively "Borrower") is the owner of the following described real property described below or in Exhibit "A" attached hereto, and having a street address as follows (the "Property"):

983 Old Nevada Way Gardnerville, NV 89460

AND WHEREAS, the said Borrower has made application for a closed—end mortgage loan ("New Loan") in an amount not to exceed \$270,044.00 from LoanDepot.com, LLC (the "Grantee"), whose address is: 26642 Towne Centre Drive, Foothill Ranch, CA 92610 to be evidenced by a Deed of Trust / Mortgage which shall be a lien or charge on the Property.

AND WHEREAS, the undersigned, First Tennessee Bank National Association, successor thru merger with First Horizon Home Loan Corporation (collectively, "Grantor") has an interest in or lien upon the Property as follows:

(Deed of Trust) As Beneficiary under a Deed of Trust to the Trustee named therein, dated July 1, 2006 and recorded July 14, 2006 as Book 0706, Page 4762. Modification recorded June 7, 2007 as Book 0607, page 1810. Official Records of Douglas County, State of Nevada.

150 04-Feb-14

839489 Page: 2 of 4 03/14/2014

PG-2096

As a condition of making the New Loan, the Grantee has required the Borrower to execute a Deed of Trust/Mortgage on the Property securing repayment of the New Loan (the "New Deed of Trust/Mortgage"), which, upon execution and recordation of this Agreement, and subject to the conditions and limitations set out below, shall have a superior lien position to that of Grantor on the Property.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

- 1. Grantor hereby agrees to subordinate the lien of its Deed of Trust/Mortgage to the lien of the New Deed of Trust/Mortgage, subject to the following conditions. This Subordination is limited solely to the New Deed of Trust/Mortgage and is effective ONLY to the extent to which the New Deed of Trust/Mortgage is a valid, enforceable and properly recorded mortgage lien instrument. This Agreement shall be of no force and effect in the event Grantee or its agents fails to satisfactorily perform all acts required to make the New Deed of Trust/Mortgage a valid and enforceable mortgage loan, that is properly recorded in the appropriate land records.
- 2. This Subordination as described above shall not apply to any future advance of funds to or for the benefit of the Borrower by the Grantee of the New Deed of Trust/Mortgage, except for advances necessary to protect the security of the New Deed of Trust/Mortgage.
- 3. Nothing in this Agreement shall be deemed to constitute a novation with respect to the debt secured by the Grantor Deed of Trust/Mortgage, nor an extension or modification thereof, nor otherwise affect the rights, remedies or penalties under the Grantor Deed of Trust/Mortgage.
- 4. This Agreement shall be binding upon and shall inure to the benefit of Grantor and the Grantee and their respective successors and assigns, and any purchaser at any foreclosure sale instituted pursuant to the Grantor Deed of Trust/Mortgage or the New Deed of Trust/Mortgage.
- This Agreement shall be construed in accordance with the laws of the State of Tennessee.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its duly authorized representative and Trustee has executed this Agreement on this 4 day of 4.2014.

WITNESS:

Tammy J. Anaston

FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION (Grantor)

Name: Debra D. Cottingham

Title: Limited Vice President Underwriter

BK 314 PG-2097 839489 Page: 3 of 4 03/14/2014

ACKNOWLEDGMENT

STATE OF <u>TENNESSEE</u>)	
) ss
COUNTY OF SHELBY)

Before me, Lee Anne Todd of the state and county mentioned, personally appeared Debra D. Cottingham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President Underwriter FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION, the within named bargainer, a corporation, and that he/she, as such Limited Vice President Underwriter, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President Underwriter.

Notary Public

TENNESSEE

SION EXPIRES

My Commission expires: November 20, 2017

Prepared by: Lee Anne Todd First Tennessee Bank 300 Court Avenue Memphis, TN 38103

Subordination Agreement Revision 11.02 FHHLC

Page 3 of 3

839489 Page: 4 of 4 03/14/2014

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EXHIBIT "A"

ORDER: 8202780

REAL PROPERTY IN THE CITY OF GARDNERVILLE, COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS

FOLLOWS:

LOT 172, IN BLOCK A, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW SUBDIVISION PHASE 9, FINAL MAP #LDA 00-027, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON SEPTEMBER 17, 2001, IN BOOK 901, PAGE 3761, AS DOCUMENT NO. 522892, AND BY CERTIFICATE OF AMENDMENT RECORDED FEBRUARY 12, 2002 IN BOOK 0202, PAGE 4226 AS DOCUMENT NO. 0534615, OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

BEING ALL OF THAT CERTAIN PROPERTY CONVEYED TO KARL E. MEYER AND JOYCE CHANG MEYER. AS

TRUSTEES OF THE "KARL E. MEYER AND JOYCE CHANG MEYER REVOCABLE TRUST, DATED FEBRUARY 28, 2007 FROM KARL E. MEYER AND JOYCE CHANG MEYER, AS MARRIED JOINT TENANTS, BY DEED DATED FEBRUARY 28, 2007 AND RECORDED MARCH 06, 2007 IN BOOK 0307, PAGE 1663 OF OFFICIAL RECORDS.

COMMONLY KNOWN AS: 983 OLD NEVADA WAY, GARDNERVILLE, NV 89460

APN #: 1220-17-515-002

FIRST AMERICAN ELS SUBORDINATION AGREEMENT

NV

WHEN RECORDED, RETURN TO: FIRST AMERICAN TITLE INSURANCE CO. 1100 SUPERIOR AVENUE, SUITE 200 CLEVELAND, OHIO 44114 NATIONAL RECORDING

