

DOC # 846530
07/18/2014 01:04PM Deputy: SG
OFFICIAL RECORD
Requested By:
First American Title Insur:
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: \$43.00
BK-714 PG-4101 RPTT: 0.00



APN: 1220-22-210-065

I hereby affirm that this document does not
contain the Social Security Number of person(s).
As required by law: NRS 239B.030
(Source of law or rule)

Signed Brian Shepard
Print Name: BRIAN SHEPARD

RECORDING REQUESTED BY and RETURN TO:

NAME: **FIRST AMERICAN TITLE INSURANCE CO.**
ADDRESS: **1100 Superior Ave Suite # 200**
CITY/STATE/ZIP: **Cleveland OH 44114**
ATTENTION: **NATIONAL RECORDING**

ORDER : 48857106

TITLE OF DOCUMENT:
SUBORDINATION AGREEMENT



RECORDING REQUESTED BY:

First American Title Insurance Company
Mortgage Services Division-NTP

**PREPARED BY AND WHEN
RECORDED MAIL TO:**

**MORTGAGE ELECTRONIC
REGISTRATION SYSTEMS, INC.
GMAC MORTGAGE CORPORATION
DBA DITECH.COM
8742 Lucent Blvd., Suite 300
Highlands Ranch, Colorado 80129**

MERS # (1-888-679-6377)
MIN # 100037506549335322

A.P.N: 1220-22-210-065
File No: 8350597n

**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 18 day of JUNE, 2014
, by

DOUGLAS RUBLAITUS AND PATRICIA RUBLAITUS, HUSBAND AND WIFE JOINT TENANTS WITH RIGHT OF
SURVIVORSHIP

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

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. GMAC MORTGAGE CORPORATION DBA DITECH.COM ^{*ITS}
^{SUCCESSORS AND ASSIGNS}

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

WITNESSETH

THAT WHEREAS, DOUGLAS RUBLAITUS AND PATRICIA RUBLAITUS, HUSBAND AND WIFE JOINT TENANTS WITH
RIGHT OF SURVIVORSHIP has executed a Deed of Trust dated March 26, 2004, to EXECUTIVE TRUSTEE
SERVICES, INC., as Trustee, covering:

**LOT 694, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD IN
THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 29, 1973 IN BOOK
573, PAGE 1026 AS FILE NO. 66512.**

Commonly known as: 845 BLUEROCK RD, GARDNERVILLE, NV 89460



To secure a Note in the sum of \$38,000.00, dated March 26, 2004, in favor of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. GMAC MORTGAGE CORPORATION DBA DITECH.COM* which Deed of Trust was recorded JUNE 14, 2004 in Docket/Book 0604, Page 06843, or Instrument No. N/A, of said County; and

**IT'S SUCCESSORS AND ASSIGNS*

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$112,300.00, **(NOT TO EXCEED THIS AMOUNT)**, dated July 1st 2014, in favor of GREEN TREE SERVICING, LLC, 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 the 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 the lender and

WHEREAS, it is to mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the Deed of Trust of Lender 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 renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior 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 Deed of Trust hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these 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

1. Beneficiary 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;
2. 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 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;



3. The Beneficiary 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 and 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
4. 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 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.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.

BENEFICIARY:

Keith E. Minch

Keith E. Minch - ASSISTANT SECRETARY

STATE OF COLORADO
County of DOUGLAS

} ss

BE IT REMEMBERED, that on this JUNE 18, 2014, personally appeared the within named MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. GMAC MORTGAGE CORPORATION DBA DITECH.COM* and acknowledged to me that he/she/they executed the same freely and voluntarily. * *ITS SUCCESSORS AND ASSIGNS*

**KRISTIN M. GILLESPIE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20124037350
MY COMMISSION EXPIRES 06/15/2016**

Kristin M. Gillespie

Notary Public for State of Colorado

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.



BK 714
PG-4105
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Exhibit "A"

Real property in the City of **GARDNERVILLE**, County of **DOUGLAS**, State of **Nevada**, described as follows:

LOT 694, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 6, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA ON MAY 29, 1973 IN BOOK 573, PAGE 1026 AS FILE NO. 66512.

Commonly known as: 845 BLUEROCK RD, GARDNERVILLE, NV 89460

 RUBLAITUS
48857106
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*

