

APN: 1420-06-401-024
Recording Requested By and
When Recorded Return To:
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3220 El Camino Real
Irvine, CA 92602
(800) 756-3524, ext. 5011

Order No.: W18630136

Subordination Agreement

(Title of Document)

I, the undersigned, hereby affirm that this document submitted for recording does not contain the social security number of any person or persons (per NRS 239B.030)

-OR-

I, the undersigned, hereby affirm that this document submitted for recording does contain the social security number of a person or persons as required by law:

(state specific law)



Signature
R. MIRANDA

Recording Coordinator

Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.

RECORDING REQUESTED BY:
SERVICELINK

~~WHEN RECORDED MAIL TO:~~
FIRST MORTGAGE CORPORATION
1131 WEST 6TH STREET, 3R FLOOR
ONTARIO, CA 91762

Title Order #: 18630136 Loan #: 430410

SPACE ABOVE THIS LINE 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 10th day of September, 2014 by,
STEPHEN HICKS AND GEORGIA LOVE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP

owner of the land hereinafter described and hereinafter referred to as "Owner", and,
HERITAGE BANK OF NEVADA

present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, STEPHEN HICKS AND GEORGIA LOVE

did execute a deed of trust, dated 02/10/12, to HACIENDA SERVICE CORPORATION, A CALIFORNIA CORPORATION, as trustee, covering AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the sum of 15,000.00, dated 02/10/12, in favor of HERITAGE BANK OF NEVADA

which deed of trust was recorded 02/15/12, BOOK PAGE 212 2867 Official records of said County, 797360

; and WHEREAS, Owner has executed, or is about to execute, a deed of trust and note not to exceed the sum of 207,073.00, dated , in favor of FIRST MORTGAGE CORPORATION, A CALIFORNIA CORPORATION, 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 Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first 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 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 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 deed of trust hereinbefore specifically described, any prior agreements 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 Owner 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 IMPROVEMENTS OF THE LAND.

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

(All signatures must be acknowledged.)

Beneficiary Information

HERITAGE BANK OF NEVADA

Tom Traficanti
Signature

Tom Traficanti, EVP / Chief

Title **Credit Officer**

Signature _____

Title _____

Borrower(s) Signature(s)

Stephen Hicks
Signature
STEPHEN HICKS

Georgia Love
Signature
GEORGIA LOVE

Signature _____

Title _____

Signature _____

Signature _____

Acknowledgement

State of Nevada
County of Carson City

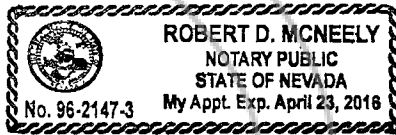
On September 19, 2014 before me, Robert D. McNeely, personally appeared: Stephen Hicks and Georgia Love personally known to me or proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Robert D. McNeely, Notary Public

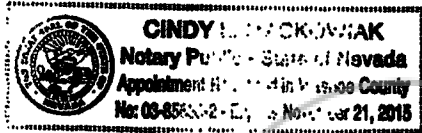
MY COMMISSION EXPIRES ON: April 23, 2016
Certificate of Appointment No.: 96-2147-3



ACKNOWLEDGEMENT

STATE OF NEVADA
COUNTY OF WASHOE

This instrument was acknowledged before me, this 12 day of September, 2014, by _____
Tom Traficanti, as _____ EVP / Chief Credit Officer of HERITAGE
BANK OF NEVADA, a corporation organized and operating under the laws of the State of Nevada, on
behalf of the corporation.



Cindy L. Mackowiak
Notary Public
My Commission Expires: November 21, 2015



LEGAL DESCRIPTION

Exhibit A

The following described property:

All that certain Real Property situate in the City of Carson City, County of Douglas, State of Nevada, described as follows:

All that real property being a portion of the Southwest 1/4, Section 6, Township 14 North, Range 20 East, M.D.B. and M., Douglas County, Nevada, more particularly described as follows:

Commencing at the South 1/4 corner of Section 6, Township 14 North, Range 20 East, M.D.B. and M.; Thence North 0 degree 11'10" East along the North-South center of Section line a distance of 711.56 feet to the true point of beginning; Thence continuing North 0 degree 11'10" East along said North-South center of Section line a distance of 140.27 feet to a point; Thence South 89 degrees 28'05" West a distance of 310.55 feet to a point; Thence South 0 degree 12'15" West a distance of 140.27 feet to a point; Thence North 89 degrees 28'05" East a distance of 310.59 feet to the true point of beginning.

Being the same parcel conveyed to Stephen Hicks and Georgla Love from NRES-NV1, LLC, by virtue of a deed dated 2/10/2012, recorded 2/15/2012, as Instrument no. 797358 county of Douglas, state of Nevada.

Assessor's Parcel No: 1420-06-401-024