DOUGLAS COUNTY, NV

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WFG LENDER SERVICES

KAREN ELLISON, RECORDER

A.P.N #: 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

# RECITALS:

WHEREAS, Karl E. Meyer and Joyce Chang Meyer, Trustees of the Karl E. Meyer and Joyce Chang Meyer Revocable Trust, Dated February 28, 2007 (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 \$264,000.00 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 Instrument Number: 0679720. Official records of Douglas County, State of Nevada.

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.
- 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 / day of October, 2014.

By: N

WITNESS:

Tammy J. Anaston

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

Name: Debra D. Settingham

Title: Limited Vice President Underwriter

# **ACKNOWLEDGMENT**

STATE OF <u>TENNESSEE</u>	)	
COUNTY OF SHELBY	) ss )	\ \
Before me, Lee Anne Todd of the state and of Debra D. Cottingham, with whom I am person basis of satisfactory evidence), and who, up the Limited Vice President Underwriter FIRS SUCCESSOR THRU MERGER WITH FIRST HORIZ named bargainer, a corporation, and that he Underwriter, executed the foregoing instrum personally signing the name of the corporation	nally acquainted oon oath, ackno T TENNESSEE B ZON HOME LOAN /she, as such L nent for the pur	d (or proved to me on the owledged such person to be ANK NATIONAL ASSOCIATION CORPORATION, the within Limited Vice President pose therein contained, by
WITNESS my hand and official seal on this_	day	of October, 2014.
	Lee C Note	Que Jodel ry Public
My Commission expires: November 20, 2017	/ /	
Prepared by: Lee Anne Todd First Tennessee Bank 300 Court Avenue Memphis, TN 38103	MY COM	TENNESSEE NOTARY PUBLIC  PUBLIC  SO PUBLIC  NOTARY NOTARY NOTARY NOTARY PUBLIC  NOTARY NOTAR

# WFG Lender Services, LLC COMMITMENT

#### **EXHIBIT "A"**

### LEGAL DESCRIPTION:

THE FOLLOWING DESCRIBED PARCEL OF LAND, AND IMPROVEMENTS AND APPURTENANCES THERETO IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, TO-WIT:

LOT 172, IN BLOCK A, AS SHOWN ON THE FINAL MAP OF PLEASANTVIEW SUBDIVISION PHASE 9, FINAL MAP NO. LDA00-027, 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.

P.I.D#: 1220-17-515-002

