

Recording requested by: Deborah Tacovelli

Homeward Residential, Inc. 1525 Belt Line Road, Suite 400, Coppell, TX 75019  
Escrow/Title No.R-1409-NV-2062204

AND WHEN RECORDED MAIL TO:  
Center, Subordinations Department  
425 Phillips Blvd.  
Ewing, NJ 08618

### 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 27<sup>th</sup> day of October, 2014 by Diane Dziabo, owners of the land hereinafter described and hereinafter referred to as "Owner" and Mortgage Electronic Registration System, as a nominee for GMAC Mortgage, LLC, present owner and holder of the deed of trust or mortgage and note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, Diane Dziabo (owners) did execute a deed of trust or mortgage, dated March 27, 2008 to the Mortgage Electronic Registration System, as a nominee for GMAC Mortgage, LLC, as beneficiary, covering:

2652 Latigo Circle, Minden, NV 89423

Legal Description:

THE REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS:

LOT 223 AS SET FORTH ON THE FINAL MAP OF WILDHORSE UNIT NO. 6, A PLANNED UNIT DEVELOPMENT FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 15, 1994, IN BOOK 394, AT PAGE 2741, AS DOCUMENT NO. 332336.

to secure a note in the sum of \$20,000.00 dated March 27, 2008 in favor of Mortgage Electronic Registration System, as a nominee for GMAC Mortgage, LLC, which deed of trust or mortgage was recorded as (book) 0408, (page) 3789, Official Records of Douglas county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust or mortgage and note not to exceed the sum of \$145,874.00 dated 11/10/2014 in favor of Homeward Residential, Inc. hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust or mortgage is to be recorded concurrently herewith;

And

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust or mortgage 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 or mortgage first above mentioned; and

WHEREAS, lender is willing to make said loan provided the deed of trust or mortgage 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 or mortgage first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of Lender; and

WHEREAS, it is the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust or mortgage 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 or mortgage 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 or mortgage securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust or mortgage first above mentioned.
- (2) That Lender would not make its loan above described without the 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 or mortgage first above mentioned to the lien or charge of the deed of trust or mortgage in favor of lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust or mortgage first above mentioned, which provide for the subordination of the lien or charge thereof to another deed, deed 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 or mortgage 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 or mortgage first above mentioned in favor of the lien or charge upon said land of the deed of trust or mortgage 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 or mortgage first above mentioned that said deed of trust or mortgage has by this instrument been subordination to the lien or charge of the deed of trust or mortgage 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 IMPROVEMENT OF THE LAND

(Mortgage Electronic Registration System, as a nominee for GMAC Mortgage, LLC)

BY Mark F. Kelbaugh  
(SIGNATURE)

Mark F. Kelbaugh  
(PRINT NAME)

ITS Assistant Vice President  
(PRINT TITLE)

State of New Jersey

County of Mercer

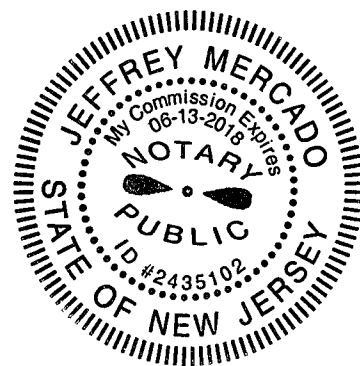
The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of October, 2014 by

Mark F. Kelbaugh

My Commission Expires 06-13-2018

Witness my hand and official seal.

Jeffrey Mercado



MERS/lien# 100037506870580116  
Dziabo# 0057933757  
MERS# 888-679 MERS