DOUGLAS COUNTY, NV

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2015-860634 04/21/2015 10:28 AM

SOLUTIONSTAR

KAREN ELLISON, RECORDER

Assessor's Parcel No: 1420-33-312-011

When Recorded Mail to: Greater Nevada Credit Union Attn: Lending 451 Eagle Station Lane Carson City, NV 89701

## 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 April 15, 2004 by Nathan Tod Young and Barbara A. Young, husband and wife as joing tenants

Owner and land herinafter described and herinafter referred to as "Owner", and Greater Nevada Credit Union, present owner and holder of the deed of trust and note hereinafter described and herinafter referred to as "Beneficiary":

## WITNESSETH

**THAT WHEREAS**, Owner has executed a deed of trust, dated April 15, 2004 to Marquis Title and Escrow as trustee covering:

## See Exhibit "A" attached hereto made a part hereof

to secure a note in the sum of \$60,000.00 dated April 15, 2004, in favor of the Beneficiary which deed of trust was recorded on April 20, 2004 as Original Document No. 0610745 Book 0404 Page 09701, and;

WHEREAS, Owner has e	executed, or is about	to execute, a deed of trust and note	not to exceed \$ 252,000.00
dated 4-13-15 i	in favor of Nationsta	r Mortgage LLC, hereinafter referred	l to as "Lender", payable with
interest and upon the term	s and conditions des	cribed therein, which deed of trust w	rill record concurrently
herewith on $4-17-15$		, Official Records, Page	, as Document
No.2015 860465; an	id		<del></del>

WHEREAS, it is a condition precedent to obtaining said loan from lender 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 supervisor to the lien or charge upon the land hereinbefore described, prior and supervisor to the lien or charge of the deed of trust first above mentioned; 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 extension 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 supersede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lie or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of the lender, which provisions are inconsistent or contrary to the provisions herein.

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, be Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement in 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 an nay 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 paid 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.

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.

AMPARO PENA NOTARY PUBLIC

No. 13-11549-12 My Appt Exp. Sept. 25, 2018

GREATER NEVADA CREDIT UNION 451 EAGLE STATION LANE CARSON CITY, NV 89701

Marcus Wertz, Vice President Consumer Lending

STATE OF NEVADA COUNTY OF

This instrument was acknowledged before me on

Notary Public

by Marcus Wertz.

## SCHEDULE "A"

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 164, AS SHOWN ON THE FINAL MAP OF WILDHORSE UNIT 6, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON MARCH 15, 1994 IN BOOK 394, PAGE 2741, AS DOCUMENT NO. 332336.

BEING THE SAME PROPERTY CONVEYED TO NATHAN T. YOUNG, AN UNMARRIED MAN BY DEED FROM NATHAN TOD YOUNG, AN UNMARRIED MAN, WHO ACQUIRED TITLE AS A MARRIED MAN RECORDED 07/21/2004 IN DEED BOOK 0704 PAGE 09126, IN THE DOUGLAS COUNTY, NEVADA, RECORDER'S OFFICE.

TAX ID# 1420-33-312-011

