DOUGLAS COUNTY, NV

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2015-866076 07/10/2015 01:39 PM

TITLE SOURCE, INC.

KAREN ELLISON, RECORDER

60425496-3643347

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

(9)

RECITALS:

WHEREAS, Joan M. Flagg, Trustee/s of the Joan M. Flagg Trust dated April 2, 2005, and any amendments thereto (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"):

1122 Linda Anne Ct Gardnerville, NV 89410

AND WHEREAS, the said Borrower has made application for a closed—end mortgage loan ("New Loan") in an amount not to exceed \$125,875.00 from Quicken Loans Inc., ISAOA (the "Grantee"), whose address is: 635 Woodward Ave., Detroit, MI 48226 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/Mortgage) As Beneficiary under a Deed of Trust/Mortgage to the Trustee named therein, dated October 8, 2005 and recorded November 4, 2005 in Book: 1105, Page: 2428. Modification dated August 10, 2006 and recorded August 31, 2006 in Liber/Book: 806, Page/Folio 11636. 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.
- 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

WITNESS:

By:_µ

HOME LOAN CORPORATION (Grantor)

FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON

Name: Debra D. Cottingham

Limited Vice President

ACKNOWLEDGMENT

STATE OF <u>TENNESSEE</u>)	
) ss:
COUNTY OF <u>SHELBY</u>) <
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Before me, Lee Anne Todd of the state and county mentioned, personally appeared Debra D. Cottingham, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the Limited Vice President FIRST TENNESSEE BANK NATIONAL ASSOCIATION SUCCESSOR THRU MERGER WITH FIRST HORIZON HOME LOAN CORPORATION, the within named bargainer, a corporation, and that he/she, as such Limited Vice President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Limited Vice President .

WITNESS my hand and official seal on this

Notary Public

My Commission expires: November 20, 2017

Prepared by: Lee Anne Todd First Tennessee Bank 300 Court Avenue Memphis, TN 38103

STATE
OF
TENNESSEE
NOTARY
PUBLIC
BY COUNTY
SO PERSON

EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 122011001011

Land Situated in the County of Douglas in the State of NV

All that certain lot, piece or parcel of land situate in the Southeast 1/4 of the Northeast 1/4 Section 11, Township 12 North, Range 20 East, M.D.B.&M., Douglas County, Nevada, further described as follows:

Parcel 2, as set forth on the Parcel Map of Stoddard Jacobsen Parcels, filed for record in the office of the County Recorder, Douglas County, State of Nevada, on February 12, 1975, in Book 275, Page 331, as Document No. 78188.

Commonly known as: 1122 Linda Anne Ct , Gardnerville, NV 89410-6105