

APN 1410-28-311-030

Recorded at the request of
and

DOUGLAS COUNTY, NV

2015-867311

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\$40.00

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08/04/2015 03:43 PM

NORTHERN NEVADA TITLE CC

KAREN ELLISON, RECORDER

WHEN RECORDED MAIL TO:

**EL DORADO SAVINGS BANK
P.O. BOX 1208
PLACERVILLE, CA 95667**

N1500663-WD

Subordination Agreement

This Subordination Agreement (the "Agreement") is entered into as of JULY 17, 2015, by and between GENEVIEVE JONES, TRUSTEE OF THE GENEVIEVE JONES FAMILY TRUST, DATED JUNE 18, 2009, (individually and collectively, "Trustor") and El Dorado Savings Bank, F.S.B. ("EDSB"), with reference to the following facts:

A. EDSB is the current owner, holder, and beneficiary under a deed of trust (the "HELOC Deed of Trust"), dated NOVEMBER 18, 2014, recorded on NOVEMBER 25, 2014, as Instrument No. 2014-853385, in the Official Records of DOUGLAS County, encumbering the property described in the Legal Description set forth in Exhibit A to this Agreement (the "Property"), which is incorporated herein by this reference as though fully set forth. The HELOC Deed of Trust secures an open-end Home Equity Line of Credit Agreement in the principal amount of \$100,000.00, dated NOVEMBER 18, 2014 (the "HELOC Agreement").

B. EDSB intends to extend credit, to be secured by another deed of trust encumbering the Property, in the principal amount of \$137,000.00 (the "New Deed of Trust"), for the purpose of refinancing the Property.

C. Trustor and EDSB intend that the lien created by the HELOC Deed of Trust is to be subordinate to the lien of the New Deed of Trust, as set forth in this Agreement.

NOW, THEREFORE, for a good and valuable consideration, receipt of which is hereby acknowledged, EDSB and Trustor hereby covenant and agree as follows:

1. The HELOC Deed of Trust, and all of the terms, covenants and provisions thereof and all rights, remedies of EDSB thereunder shall be subject and subordinate to the lien, terms and conditions of the New Deed of Trust, and to all sums secured thereby. The New Deed of Trust shall have the same force and effect as if executed and recorded prior to the execution and recordation of the HELOC Deed of Trust, but without in any manner releasing or relinquishing the encumbrance represented by the HELOC Deed of Trust.

2. Nothing in this Agreement shall be understood or construed to be a satisfaction, novation, release or relinquishment in whole, or in part, of the HELOC Agreement or the HELOC Deed of Trust.

3. It is the express intention of the parties to this Agreement that there shall be no merger of EDSB's interests in the Property granted by the New Deed of Trust and the HELOC Deed of Trust, respectively.

4. This Agreement shall be binding upon and inure to the benefit of Trustor and EDSB and their respective successors and assigns.

5. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

6. This Agreement shall be governed by and construed under the laws of the state in which the Property is located.

7. This Agreement may be executed in counterparts and any such counterparts taken together shall constitute one original.

IN WITNESS WHEREOF, EDSB and Trustor have duly executed this Agreement as of the date first written above.

Trustor(s)

By:

Name:

By:

Name:

El Dorado Savings Bank

By:

Name:

Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of California
County of El Dorado

On July 20, 2015, before me, J. Moore, Notary Public, personally appeared Sandy Rushforth, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



J. Moore
Signature of Notary

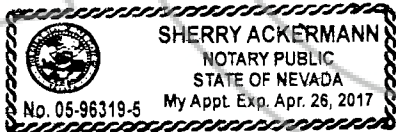
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness accuracy, or validity of that document.

State of Nevada
County of Douglas

On August 3, 2015, before me, Sherry Ackermann, Notary Public, personally appeared Denevieve Jones and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NEVADA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sherry Ackermann
Signature of Notary

EXHIBIT "A"
(Legal Description of the Property)

LOT 98, BLOCK G, AS SHOWN ON THE FINAL MAP #PD99-02-05 FOR SARATOGA SPRINGS ESTATES UNIT 5, A PLANNED DEVELOPMENT, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 4, 2001, IN BOOK 0501, AT PAGE 1402, AS DOCUMENT NO. 513570 AND CERTIFICATE OF AMENDMENT RECORDED JULY 17, 2001, AS DOCUMENT NO. 518483.