

DOUGLAS COUNTY, NV

2016-886339

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08/19/2016 10:59 AM

ETRCO, LLC

KAREN ELLISON, RECORDER

Recording Requested By:

Western Title Company, Inc.

Escrow No.: 081549-WLD

When Recorded Mail To:

Heritage Bank of Nevada

2330 S. Virginia St.

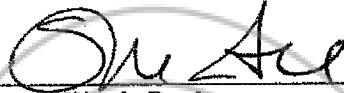
Reno, NV 89502

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature



Wendy Dunbar

Escrow Officer

SUBORDINATION AGREEMENT

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)

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 25th day of July, 2016 by Anna Mercedez Cueva owner of the land hereinafter described and hereinafter referred to as "Owner", and Heritage Bank of Nevada present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS, Owner has executed a Deed of Trust, dated March 28, 2014, to Anna Mercedez Cueva, a single woman, as Trustee, covering:

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

Lot 270, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 2, filed in the office of the County Recorder of Douglas County, State of Nevada, on June 1, 1965, in Book 31, Page 686, as Document No. 28309, and Amended Title Sheet recorded on June 4, 1965, in Book 31, Page 797, as Document No. 28377.

to secure a note in the sum of 15,000.00, dated 3/28/2014, in favor of Heritage Bank of Nevada, which Deed of Trust was recorded April 4, 2014, in As Document No. 840679, Official Records of Douglas County; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of 96,000.00, dated July 25, 2016, in favor of Summit Funding, Inc., hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land herein before described, prior and superior to the lien or charge of the deed of trust first above mentioned; and

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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 superior to the lien or charge of the deed of trust first above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender; 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 extensions 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 be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust 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 herein before specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds 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 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 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 and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and

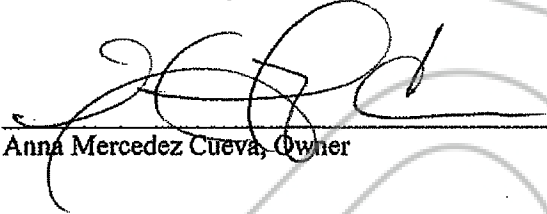
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- (d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

**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.**



Tom Trăficanti, Heritage Bank of Nevada, Beneficiary



Anna Mercedes Cueva, Owner

(All signatures must be acknowledged)
Form Furnished By Western Title Company, Inc.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS
SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR
ATTORNEYS WITH RESPECT THERETO.

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STATE OF NEVADA

COUNTY OF WASHOE } SS

This instrument was acknowledged before me on

July 26, 2016

by Tom Traficanti



Cindy L. Mackowiak
Notary Public

STATE OF NEVADA

COUNTY OF Douglas } SS

This instrument was acknowledged before me on

August 15, 2016

by Anna Mercedes Cueva

Sherry Ackermann
Notary Public

