

RECORDING REQUESTED BY: Kelly DeFelice

Freedom Mortgage Corporation
907 Pleasant Valley Avenue
Mount Laurel, NJ 08054

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1500 SOLANA BLVD, BLDG. 6
WESTLAKE, TX 76262
ATTN: RECORDING

SUBORDINATION OF MORTGAGE/DEED OF TRUST

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 is made this 21st day of JUNE, 2016
by **Heritage Bank of Nevada**, (hereinafter "Lien-holder") AND **FREEDOM MORTGAGE CORPORATION**, a New Jersey corporation (hereinafter "Lender") whose address is 907 Pleasant Valley Avenue, Mount Laurel, New Jersey 08054;

RECITALS

1. Grantee/Lien-holder now owns or holds an interest as grantee/beneficiary of a certain MORTGAGE/DEED OF TRUST, recorded on **February 15, 2012, Instrument# 2012-797360**, in the office of the official Records of Douglas County, State of Nevada in the original amount of **\$15,000.00** and now showing as a lien on certain **3631 Summerhill Rd, Carson City, NV 89705** which premises are more fully described in **Exhibit A** attached hereto and incorporated herein by reference ("Property");

2. **Stephen Hicks and Georgia Love**, ("Owners") are the present owners of the Property and is about to execute a Mortgage/Deed of Trust and Note in the sum of an amount not to exceed **\$205,684.00** in favor of Lender.

3. Lender is willing to make such loan to Owners provided that Lender obtains a first lien on the Property and Grantee/Lien-holder agrees to unconditionally subordinate its lien to the lien in favor of Lender in the manner hereinafter described.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged by First Lien-holder, and to induce Lender to make a loan to Owners, Lien-holder **Heritage Bank of Nevada**, hereby agrees with Lender, **FREEDOM MORTGAGE CORPORATION**, that the mortgage/deed of trust securing the note in favor of Lender, **FREEDOM MORTGAGE CORPORATION**, will be and shall remain a lien on the Property prior and superior to the lien in favor of Grantee/Lien-holder, **Heritage Bank of Nevada** in the same manner as if Lender's mortgage/deed of trust had been executed and recorded prior in time to the execution and recordation of Lien-holder's lien.

Grantee/Lien-holder, **Heritage Bank of Nevada**, further agrees that:

1. Lien-holder, **Heritage Bank of Nevada**, will not exercise any foreclosure rights with respect to the property and will not exercise or enforce any right or remedy which may be available to Mortgagee with respect to the Property without prior written notice to the

Lender, **FREEDOM MORTGAGE CORPORATION**. All such notices should be sent to :

**FREEDOM MORTGAGE CORPORATION
907 PLEASANT VALLEY AVENUE
Mount Laurel, New Jersey 08054**

2. This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed or terminated, except by a written document signed by both parties. This Agreement shall be binding upon Grantee/Lien-holder and the heirs/representatives, successors and assigns of Lien-holder, and shall inure to the benefit of and shall be enforceable by Lender and its successors and assigns; Grantee/Lien-holder waives notice of Lender's acceptance of this Agreement.

IN WITNESS THEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

Witness:

[Signature]

Heritage Bank of Nevada

By: *Anne Grindle*
Anne Grindle, Vice President

(Print Name)

STATE OF NEVADA COUNTY OF WASHOE

On this 21st day of June, 2016, before me, the undersigned, a Notary Public in and for said county, personally appeared

Anne Grindle To me personally known or satisfactorily proven by production of the following identification, and who being duly sworn, did say that he/she is the Vice President of **Heritage Bank of Nevada** the entity whose name appears on the foregoing instrument and that he/she is so authorized and did execute said instrument as on behalf of said entity as a voluntary act for the purposes heretofore mentioned

WITNESS my hand and notarial seal the day and year last above written.

[Signature]
NOTARY PUBLIC

Patricia Clem



EXHIBIT 'A'

File No.: 8742522n (SL)
Property: 3631 Summerhill Rd, Carson City, NV 89705

ALL THAT REAL PROPERTY BEING A PORTION OF THE SOUTHWEST 1/4, SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M., DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 6, TOWNSHIP 14 NORTH, RANGE 20 EAST, M.D.B.&M.; THENCE NORTH 0° 11' 10" EAST ALONG THE NORTH-SOUTH CENTER OF SECTION LINE A DISTANCE OF 711.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 0° 11' 10" EAST ALONG SAID NORTH-SOUTH CENTER OF SECTION LINE A DISTANCE OF 140.27 FEET TO A POINT; THENCE SOUTH 89° 28' 05" WEST A DISTANCE OF 310.55 FEET TO A POINT; THENCE SOUTH 0° 12' 15" WEST A DISTANCE OF 140.27 FEET TO A POINT; THENCE NORTH 89° 28' 05" EAST A DISTANCE OF 310.59 FEET TO THE TRUE POINT OF BEGINNING.

A.P.N. 1420-06-401-024

Being all of that certain property conveyed to STEPHEN HICKS AND GEORGIA LOVE, HUSBAND AND WIFE AS COMMUNITY PROPERTY WITH RIGHT OF SURVIVORSHIP from NRES-NV1, LLC, by deed dated FEBRUARY 13, 2012 and recorded FEBRUARY 15, 2012 IN DOCUMENT NO. 797358 of official records.

HICKS
51850628
FIRST AMERICAN ELS
SUBORDINATION AGREEMENT

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