DOUGLAS COUNTY, NV

2017-893743

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FIRST AMERICAN TITLE MINDEN KAREN ELLISON, RECORDER

Recorded at the request of

and

APN: 1220 - 21 - 70 -023

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

2513352-50

Subordination Agreement

This Subordination Agreement (the "Agreement") is entered into as of DECEMBER 20, 2016, by and between LARKIN D. THOMPSON AND LAURA G. THOMPSON, HUSBAND AND WIFE, (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 MARCH 26, 2014, recorded on APRIL 4, 2014, as Instrument No. 840648 Book No. 414 at Page 867, 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 \$20,000.00, dated MARCH 26, 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 \$150,0000.00 (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) | Et Dorado Savings Bank |
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| By: \(\frac{1}{2} \tag{1} \ta | By: Tardy Kushlouth |
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| Name: LARKIN D. THOMPSON | Name: SANDY RUSHFORTH |
| By: Jan Burn Hillompson | Title: SENIOR VICE PRESIDENT |
| Name: TATIDA C. THOMPSON | |

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.

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| State of California |
| County of El Dorado |
| On |
| 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. Signature of Notary |
| Amy B. Munroe Comm. # 2145340 Notary Public California El Dorado County My Comm. Expres Mar 66, 2020 |
| |

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.

EXHIBIT "A"
(Legal Description of the Property)

Lot 545, as shown on the map of GARDNERVILLE RANCHOS UNIT NO. 7, filed in the office of the County Recorder of Douglas County, State of Nevada, on March 27, 1974 in Book 374, Page 676 as Document No. 72456.