

DOUGLAS COUNTY, NV

2018-909958

Rec:\$35.00

\$35.00

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02/01/2018 02:46 PM

SYNRGO, INC

KAREN ELLISON, RECORDER

Recording Requested By
First American Title

3 First American Way
Santa Ana, CA 92707

The undersigned hereby affirms that this document submitted for recording does not contain a social security number.

Signed: *R. Montante*

Prepared by: Jennifer Montante Vigneri, Esq. – Nevada Bar No.: 11846
919 Winton Road, Suite 101, Rochester, New York 14618

Return to: _____

APN: 1221-18-401-008

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(S).

THIS AGREEMENT, made this 23rd day of January, 2018 by and among SRI FEDERAL CREDIT UNION, a Company authorized to conduct business in the State of Nevada, and present owner, assignee and holder of a certain Deed of Trust "SUBORDINATE DEED OF TRUST" and Note; and DOUGLAS JAY BEHR and EILEEN LOUISE BEHR, Trustees of the DOUGLAS JAY BEHR AND EILEEN LOUISE BEHR LIVING TRUST dated April 8, 2005, (individually or collectively "Grantor" for indexing purposes and hereinafter "Property Owner") and STEARNS LENDING, LLC, a Company authorized to conduct business in the State of Nevada, ("Grantee" for indexing purposes), proposing to accept a certain Deed of Trust "SUPERIOR DEED OF TRUST" and Note.

*whos address is 4 Hutton Center Dr., 10th Fl., Santa Ana, CA 92707-8788

WITNESSETH

THAT WHEREAS, DOUGLAS JAY BEHR and EILEEN LOUISE BEHR, Trustees of the DOUGLAS JAY BEHR AND EILEEN LOUISE BEHR LIVING TRUST dated April 8, 2005, did execute a lien in the form of a Deed of Trust dated March 17, 2016 to SRI FEDERAL CREDIT UNION, Trustee, in Instrument No. 878425, in the Office of the County Recorder for Douglas County, State of Nevada, securing the payment of an indebtedness to SRI FEDERAL CREDIT UNION, in the approximate principal sum of \$100,000.00 with interest securing:

Real property in the City of Gardnerville, County of DOUGLAS, State of Nevada, described as follows:

All that certain lot, piece or parcel of land situate in the Southwest 1/4 of Section 18, Township 12 North, Range 21 East, M.D.B. & M., Douglas County, State of Nevada further described as follows:

Parcel C, as set forth on Parcel Map No. 1 of Ruhestroth Estates, filed for record in the Office of the County Recorder of Douglas County, State of Nevada on January 23, 1992, in Book 192, Page 2747, as Document No. 269400.

Property Address: 815 Buckskin Court, Gardnerville, NV 89410
Tax ID: 1221-18-401-008

WHEREAS, Property Owner has executed, or is about to execute a Deed of Trust and Note in the estimated sum of \$100,000.00 (approximate) in favor of "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust is to be recorded concurrently herewith; (said Deed of Trust hereinafter referred as 'SUPERIOR DEED OF TRUST').

WHEREAS, it is a condition precedent to obtaining said loan that said SUPERIOR DEED OF TRUST last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the SUBORDINATE DEED OF TRUST; and

WHEREAS, Lender is willing to make said loan provided the SUPERIOR DEED OF TRUST securing the same is a lien or charge upon the described property prior and superior to the SUBORDINATE DEED OF TRUST lien and provided that SRI FEDERAL CREDIT UNION, or their authorized Trustee or Principal will specifically and unconditionally subordinate the lien (the SUBORDINATE DEED OF TRUST) to the lien in favor of Lender (SUPERIOR DEED OF TRUST); and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Grantee, and Grantor 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 SUPERIOR DEED OF TRUST securing said Note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all time a lien or charge on the property therein described, prior and superior to the SUBORDINATE DEED OF TRUST lien in said order of priority.

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 SUBORDINATE DEED OF TRUST lien above mentioned to the lien or charge of the SUPERIOR DEED OF TRUST in favor of the Lender above referred and shall supersede and cancel, but only insofar as would affect the priority among the Deeds of Trust hereinbefore specifically described, and any prior agreements as to such subordination including, but not limited to those provisions, if any, contained in the lien first above mentioned, which provided for the subordination of the lien to a Deed of Trust.
4. SRI FEDERAL CREDIT UNION declares, agrees and acknowledges that:
 - a. They consent to and approve (i) all provisions of the Note and Superior 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.
 - 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; and
 - c. They intentionally and unconditionally waive, relinquish and subordinate their SUBORDINATE DEED OF TRUST lien above mentioned in favor of the lien or charge upon said land of the SUPERIOR DEED OF TRUST in favor of Lender above referred to and understand that in reliance upon, and in consideration of this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations 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;
5. That signatory below SRI FEDERAL CREDIT UNION represents and acknowledges that he/she has proper authority to execute this subordination agreement.

SRI FEDERAL CREDIT UNION

By, _____

Name: *Francisco Saenz*

Title: *Loan officer*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

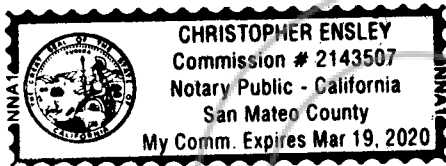
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Mateo)
On January 24, 2018 before me, Christopher Ensley, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Francisco Saenz
Name(s) of Signer(s)

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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subordination Agreement
Document Date: 1/23/2018 Number of Pages: 3
Signer(s) Other Than Named Above: Douglas Behr + Eileen Behr

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

DOUGLAS JAY BEHR, Trustee of the
DOUGLAS JAY BEHR AND EILEEN LOUISE
BEHR LIVING TRUST dated April 8, 2005

By, [Signature] (Seal)
DOUGLAS JAY BEHR, Trustee

EILEEN LOUISE BEHR, Trustee of the
DOUGLAS JAY BEHR AND EILEEN LOUISE
BEHR LIVING TRUST dated April 8, 2005

By, [Signature] (Seal)
EILEEN LOUISE BEHR, Trustee

ACKNOWLEDGEMENT

STATE OF Nevada
COUNTY OF Douglas to-wit:

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that DOUGLAS JAY BEHR, Trustee of the DOUGLAS JAY BEHR AND EILEEN LOUISE BEHR LIVING TRUST dated April 8, 2005 has acknowledged the same before me in the County and State aforesaid, on this 26 day of January, 2018.

[Signature]
Notary Public
My Commission Expires: 2/26/20



STATE OF Nevada
COUNTY OF Douglas to-wit:

I, the undersigned Notary Public, in and for the County and State aforesaid, do hereby certify that EILEEN LOUISE BEHR, Trustee of the DOUGLAS JAY BEHR AND EILEEN LOUISE BEHR LIVING TRUST dated April 8, 2005 has acknowledged the same before me in the County and State aforesaid, on this 26 day of January, 2018.

[Signature]
Notary Public
My Commission Expires: 2/26/20

