

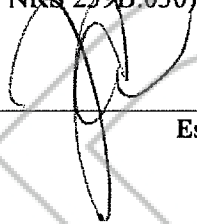
Recording Requested By:  
Western Title Company, Inc.  
 Escrow No.: 095143-TEA  
 When Recorded Mail To:  
Heritage Bank  
PO Box 11920  
Reno, NV 89510

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 \_\_\_\_\_

Traci Adams



Escrow Officer

**SUBORDINATION AGREEMENT**

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

## SUBORDINATION AGREEMENT

THIS AGREEMENT, made this 16th day of April, 2018 by Kristofer Kahabka and Heather Kahabka 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 April 24, 2008 to Stewart Title of Western Nevada Division, as Trustee, covering real property described in Exhibit 'A' and commonly known as Douglas County Assessor Parcel 1220-05-601-006, to secure a note in the sum of 260,000.00, dated April 24, 2008, in favor of Carson River Community Bank, which Deed of Trust was recorded April 29, 2008 in in Book 408 Page 7148, Document No. 722328, Official Records of Douglas County; and an assignment of beneficiary interest to Heritage Bank of Nevada as, assignee recorded May 16, 2013 in book 513, page 4350, as Document No. 823737 of official records of Douglas County Nevada.

WHEREAS, Owner has executed, or is about to execute, a Modification to the Deed of Trust referenced above, reducing the Beneficiary's security interest, in the above referenced property to \$25,000.00.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust and Note in the sum of \$453,100.00, dated April 24, 2018 in favor of International City Mortgage, Inc. DBA – Doorway Home Loans, 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

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.

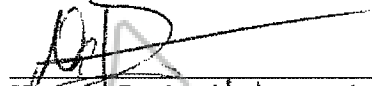
(3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect 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:

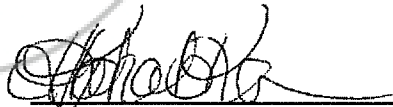
- (a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan so long as all proceeds are used to 1) refinance the existing Wells Fargo First Mortgage 2) pay down the Beneficiary loan to no more than \$25,000, and 3) pay loan fees and costs. No funds from the Lender's loan are to be paid to the Owners;
- (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, not to exceed \$25,000.00, 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
- (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.**

This Subordination Agreement is agreed to and acknowledged by the undersigned.

  
Heritage Bank Nate Stehura

  
Kristofer Kahabka

  
Heather Kahabka

(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.

STATE OF NEVADA

COUNTY OF Washoe

} ss

This instrument was acknowledged before me on

April 25, 2018

by: Heritage Bank Nate Stehura

  
Notary Public



STATE OF NEVADA

COUNTY OF \_\_\_\_\_

} ss

This instrument was acknowledged before me on

\_\_\_\_\_

by: Kristofer and Heather Kahabka

\_\_\_\_\_  
Notary Public

(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.

STATE OF NEVADA

COUNTY OF \_\_\_\_\_

} SS

This instrument was acknowledged before me on

\_\_\_\_\_

by : Heritage Bank

\_\_\_\_\_  
Notary Public

STATE OF NEVADA

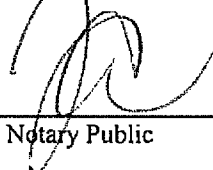
COUNTY OF Douglas

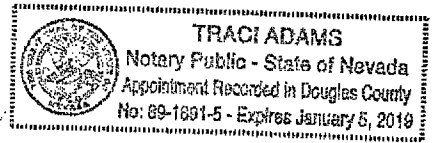
} SS

This instrument was acknowledged before me on

April 25, 2018

by: Kristofer and Heather Kahabka

  
\_\_\_\_\_  
Notary Public



## Exhibit A

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

A parcel of land situate, lying and being in the East half of Lots No. 1 and No. 2 of the Northeast Quarter (East 1/2 of the Northeast 1/4) of Section 5, Township 12 North, Range 20 East, M.D.B.&M., described as follows:

Beginning at a point near a fence corner on the Western right of way line for Nevada State Highway Route 756, which point is the Northeast corner of the parcel of land described in that certain deed dated February 10, 1896, recorded at Page 179, in Book M, Deed records of Douglas County, Nevada; thence North 83°10' West along a fence and property line a distance of 285.00 feet to a fence corner; thence South 3°18' East, along a fence and property line a distance of 100.00 feet to a point, the Northernmost point described in that certain deed dated December 23, 1959, and recorded at Page 94, in Book 1, Official Records of Douglas County, Nevada; thence South 66°39'34" West, a distance of 269.11 feet (equals South 65°56' West, 260.00 feet) to a point in the channel bed of the East Fork of the Carson River; thence North 42°43' West, along said river bed a distance of 150.00 feet to a point; thence North 60°30'28" West along said river bed a distance of 149.93 feet to a point; thence North 17°54' East, a distance of 430.00 feet to a point; thence South 72°06' East, a distance of 640.00 feet to a point on the Western right of way line for Nevada State Highway 56; thence South 1°33'30" East, along said right of way line a distance of 228.00 feet to the POINT OF BEGINNING.

Excepting Therefrom: Any portion lying within the ordinary high water mark of the Carson River.

EXCEPTING THEREFROM a portion of a 72' wide river channel right-of-way on the East Fork of the Carson River and being further described as follows:

All that certain lot, piece, parcel or portion of land situate, lying and being within the Northeast 1/4 of Section 5, Township 12 North, Range 20 East, M.D.B., Douglas County, Nevada and more particularly described as follows:

Commencing at the northeasterly corner of that certain parcel of land belonging to TCI Washington Associates, L.P. as shown on the record of Survey for TCI Washington Associates, L.P., filed for record in Book 1295 at Page 4109, as Document No. 377629, Official Records of Douglas County, Nevada; thence North 74°36'30" West a distance of 291.87 feet to a property corner which is a common property corner with that certain parcel of land described in deed filed for record in Book 1285, Page 2672, as Document No. 128881, Official Records of Douglas County, Nevada; thence along the common boundary line South 62°59'23" West a distance of 171.38 feet to the True Point of Beginning; thence continuing South 62°59'23" West a distance of 87.73 feet to the most southerly point of the parcel described in the aforesaid deed; thence along the southwesterly boundary lines of said parcel North 46°23'11" West a distance of 150.00 feet; thence North 64°10'39" West a distance of 149.93 feet; thence North 14°13'49" East a distance of 50.41 feet; thence leaving said boundary lines and following the arc of a curve to the right whose radius point bears South 19°58'27" West 1036.00 feet distant and which has a central angle of 19°49'51", an arc length of 358.58 feet and whose chord bears South 60°06'37" East a distance of 356.79 feet to the True Point of Beginning.

Note: Legal description previously contained in Book 0304 at Page 5852 as Document No. 607085 recorded on March 12, 2004.

APN: 1220-05-601-006