

DOUGLAS COUNTY, NV

2018-918515

Rec:\$35.00

\$35.00 Pgs=8

08/24/2018 03:00 PM

ETRCO

KAREN ELLISON, RECORDER

APN# : 1420-34-310-005

Recording Requested By:

Western Title Company, LLC

Escrow No.: 098856-WLD

When Recorded Mail To:

SolarCity Corporation

Attn: Recordings

12832 S. Frontrunner Blvd.

Draper, UT 84020

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

Consent and Subordination Agreement

**This document is being
recorded as an
accomodation only.**

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

RECORDING REQUESTED BY:
Title Company: Western Title Company
Escrow No.: 098856-WLD
Title No.:

When Recorded Mail Document To:
SolarCity Corporation
Attn: RECORDINGS
12832 S FRONTRUNNER BLVD
DRAPER, UT 84020



APN: 1420-34-310-005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONSENT AND 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 A LATER RECORDED SECURITY INSTRUMENT.

THIS AGREEMENT, made this 2nd day of August, 2018, by and among Tammy Tande, and Howard Tande, owners of the Property and hereinafter described and hereinafter referred to as "**Owner**", SolarCity Finance Company, LLC ("**SolarCity**") present owner and holder of the UCC Financing Statement, and Guild Mortgage and Greater Nevada Credit Union ("**Lender**").

RECITALS

WHEREAS, the Owner owns the real property located at 2690 Kayne Avenue, Minden NV 89423, (the "**Property**" as more particularly described below); and

WHEREAS, SolarCity and the Owner entered into that certain MyPower Solar Loan Agreement, dated as of 8/11/2015 (the "**Contract**"), pursuant to which SolarCity provided the financing to allow the Owner to purchase and have installed on the Property a solar energy system described in the Contract (the "**System**"). As a condition of the financing, SolarCity has retained a security interest in the System; and

WHEREAS, SolarCity caused to be filed a UCC Financing statement that was filed on 10/27/2015 as Instrument Number 2015-871835 ("**Fixture Filing**"), covering the System located on the Property which is identified in Exhibit A which is attached hereto.

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the amount not to exceed \$287,000.00, in favor of Lender, payable with interest and upon the terms and conditions described therein ("**Deed of Trust**"), which is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that the Deed of Trust, shall unconditionally be and remain at all times a lien or charge upon the Property, prior and superior to any other lien or charge on the Property; and

WHEREAS, SolarCity is willing to make the representations and acknowledge that any claim or recourse based on its security interest under the Contract is limited to the System and it has no current lien or security interest on the Property; and

WHEREAS, Lender is willing to make the representation and acknowledge that any claim or recourse based on the Deed of Trust is limited to the Property and any lien or security interest it may have in the System is subordinate to SolarCity's interest in the System; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; SolarCity is willing to allow the Deed of Trust, when recorded, to constitute a lien or charge upon the Property which is unconditionally prior and superior to any current legal claim that SolarCity currently possess regarding the Property itself.

AGREEMENT

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. The Property does not include the System.
2. SolarCity intentionally and unconditionally subordinates any and all liens or charges it may have with regard to the Property, upon which the Lender's Deed of Trust shall be filed, in favor of the Lender and understand that in reliance upon, and in consideration of, this 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 subordination.
3. That this Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Fixture Filing to the lien or charge of the Deed of Trust in favor of Lender and shall supersede any other agreement that would affect the priority between the Deed of Trust, any prior agreement as to such subordination including but not limited to, those provisions, if any, contained in the Fixture Filing, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.
4. Lender in making disbursements pursuant to this 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;
5. Notwithstanding the foregoing, nothing described herein shall be construed as causing the System to be deemed a fixture. Nor shall any provision of this agreement be construed as causing for SolarCity's ownership interest in the System to be deemed a lien on the Property.
6. Notwithstanding clause 2 above, nothing herein shall be construed as to cause for SolarCity's ownership interest in the System to be subordinated to the Lender's security interest in the Property. At all times SolarCity will maintain a first priority interest in the System. Nothing herein shall prevent SolarCity from foreclosing on the System, pursuant to its Contract with the Owner and removing said System from the Property in a manner that does not cause any material damage to the Property.
7. In the event the Lender forecloses on the Property, following the trustee sale, SolarCity agrees that if requested by the purchaser of the Property, SolarCity will remove the System from Property. SolarCity agrees that any damage that occurs as a result of installation, malfunction, manufacturing defect, or removal of the Solar System is the responsibility of SolarCity and SolarCity shall repair any such damage and return the improvements to the Residence and Real Property to their original or prior condition (for example, sound and watertight conditions that are architecturally consistent with the rest of the Residence).
8. This Agreement may be executed in several counterparts, and all such parts shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
9. This Agreement shall be effective and binding upon the parties hereto upon execution by all the parties hereto.
10. The parties hereby agree and acknowledge that this document may be recorded in the official records of the County of Douglas, Nv.

[Signatures on following pages]

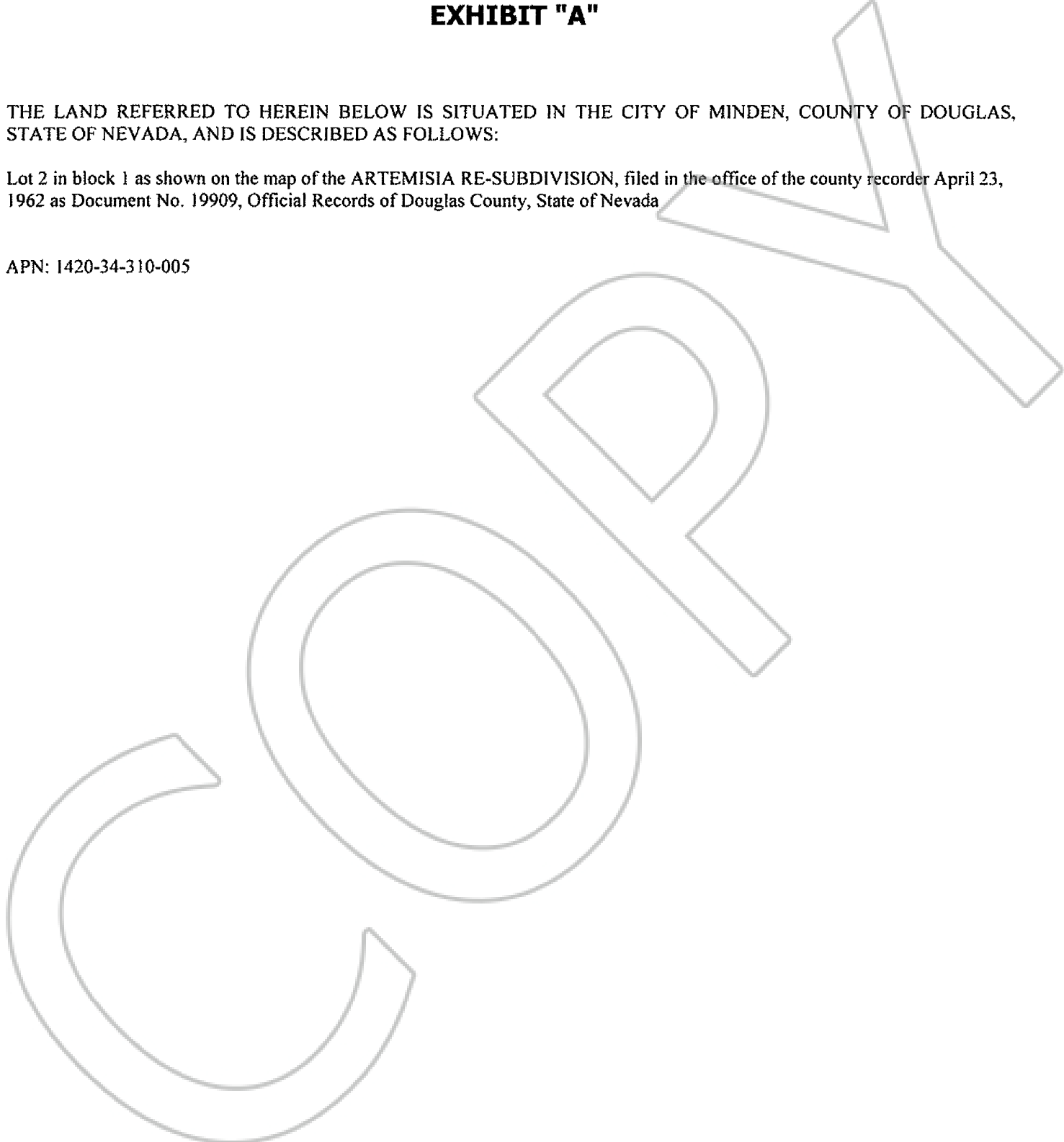
Escrow No.: 098856-WLD
Title No.:

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MINDEN, COUNTY OF DOUGLAS, STATE OF NEVADA, AND IS DESCRIBED AS FOLLOWS:

Lot 2 in block 1 as shown on the map of the ARTEMISIA RE-SUBDIVISION, filed in the office of the county recorder April 23, 1962 as Document No. 19909, Official Records of Douglas County, State of Nevada

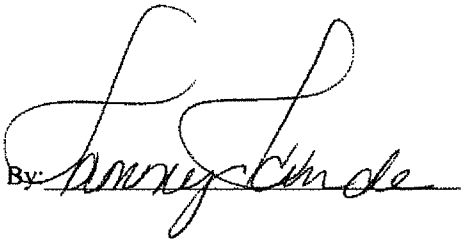
APN: 1420-34-310-005

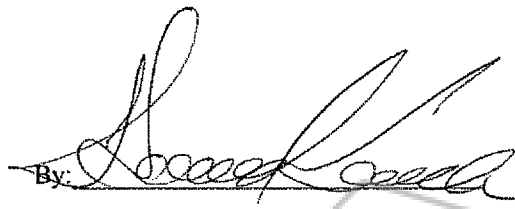


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER:

OWNER

By: 

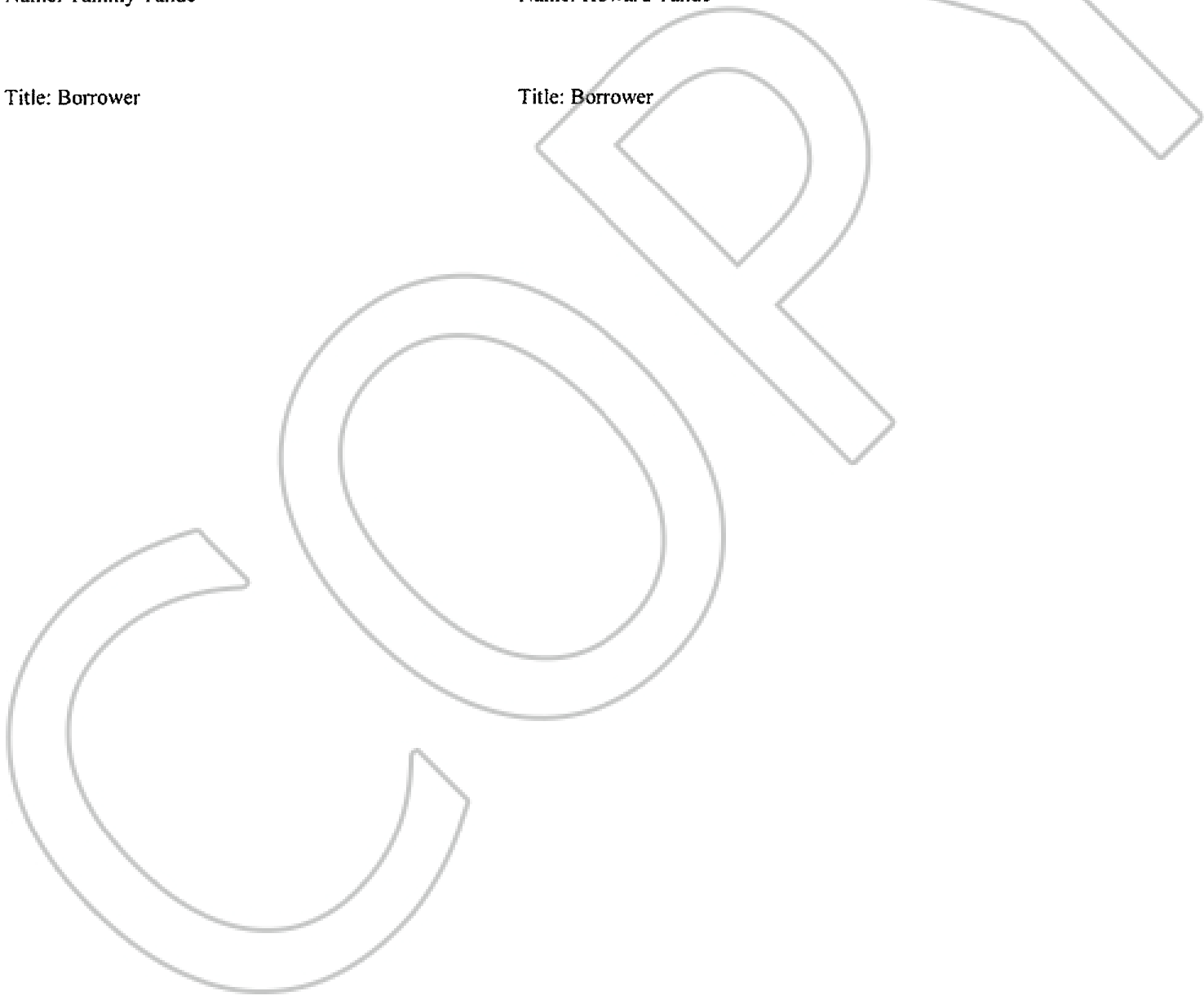
By: 

Name: Tammy Tande

Name: Howard Tande

Title: Borrower

Title: Borrower



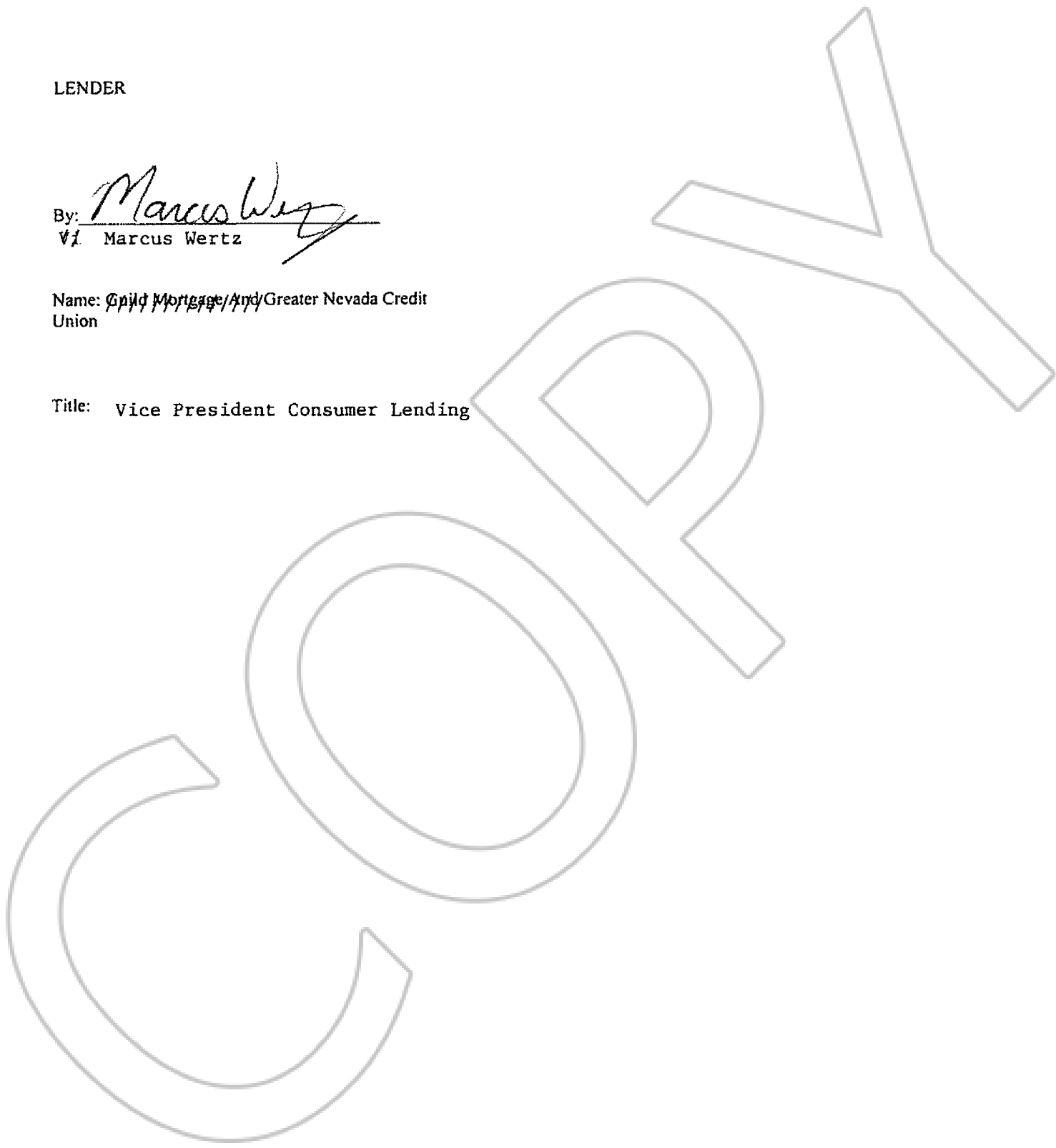
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

LENDER

By: Marcus Wertz
V. Marcus Wertz

Name: ~~Child Mortgage And~~ Greater Nevada Credit Union

Title: Vice President Consumer Lending



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

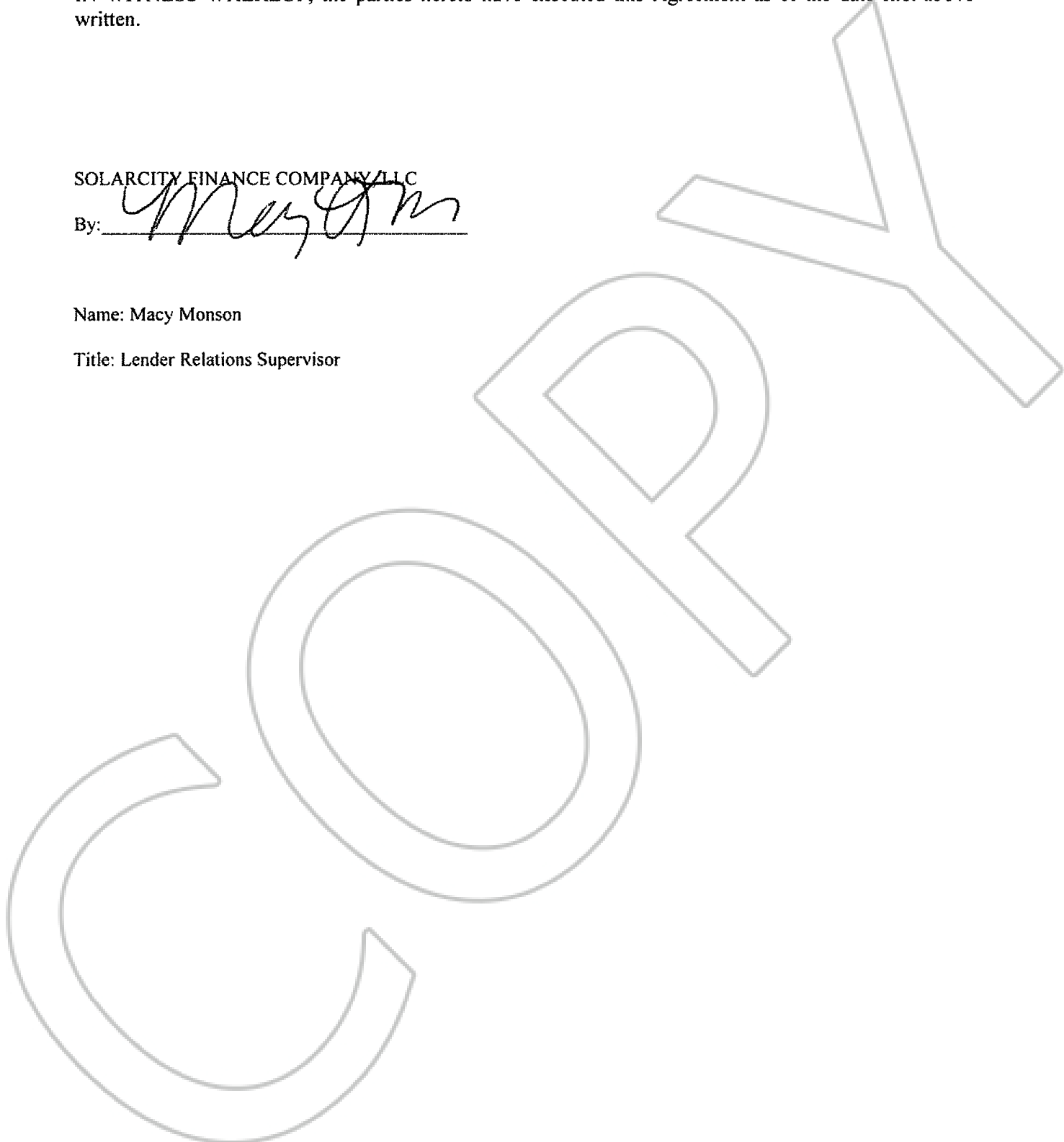
SOLARCITY FINANCE COMPANY/LLC

By: _____



Name: Macy Monson

Title: Lender Relations Supervisor



Dated: August 2, 2018

SolarCity Finance Company, LLC

By: *Macy Monson*
Name: Macy Monson
Its: Lender Relations Supervisor

**UTAH ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

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 Utah

County of SALT LAKE

On August 2, 2018 before me, SUSAN COONS, NOTARY PUBLIC.

personally appeared Macy Monson
Name of Signer

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Susan Coons
Signature of Notary Public

(Notary Seal)

