

DOUGLAS COUNTY, NV

2020-943559

Rec:\$40.00

\$40.00

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03/16/2020 02:11 PM

FIRST AMERICAN TITLE MINDEN

KAREN ELLISON, RECORDER

**Recording Requested By/Return To:**

TCF NATIONAL BANK  
ATTN: MODIFICATION GROUP  
1405 XENIUM LANE  
MAIL CODE PCC-2E-L  
PLYMOUTH, MN 55441

**This Instrument Prepared by:**

TCF NATIONAL BANK  
ATTN: MODIFICATION GROUP  
DEB TANBERG  
1405 XENIUM LANE  
PLYMOUTH, MN 55441

2583318mk

{Space Above This Line for Recording Data}

**Reference:**

**Account:** XXXXXXXXXX0790XXXX

**SUBORDINATION AGREEMENT**

Effective Date: 03/04/2020

Owner(s): JAMES D. COYNE AND ALLISON R. COYNE

Senior Lender: FINANCE OF AMERICA MORTGAGE LLC

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): TCF NATIONAL BANK

Property Address: 188 FIFTH STREET, GENOA, NV 89411

PID #: 1319-09-602-013

**THIS AGREEMENT** (the “Agreement”), effective as of the Effective Date above, is made by the Subordinating Lender in favor of the Senior Lender named above.

The Owners lists above own the real property located at the above Property Address (the “Property”).

The Subordinating Lender has an interest in the Property by virtue of a MORTGAGE or DEED OF TRUST given by the Owner, covering that real property, more particularly described as follows:

See Attached

Which document is dated MAY 20<sup>TH</sup>, 2019, which was filed on MAY 21<sup>ST</sup>, 2019 in Book N/A Page N/A (or as No. 2019-929339) with the Office of the Register of Deeds, County Recorder, or Registrar of Titles with the County of DOUGLAS, State of NEVADA in the amount of \$100,000.00 ; (the “Existing Security Instrument”). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to JAMES D. COYNE AND ALLISON R. COYNE by Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$484,000.00 (the “New Loan or Amended Loan”) provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the “New Security Instrument”) in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

**NOW, THEREFORE**, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

**A. Agreement to Subordinate**

Subordinating Lender and Trustee, if applicable, hereby subordinate the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

**B. General Terms and Conditions**

**Binding Effect** – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

**Nonwaiver** – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by under the New Security Instrument or related documents shall affect this Agreement.

**Severability** – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

**C. Signatures and Acknowledgements**

The Subordinating Lender, through its authorized officer, and the Trustee, if applicable, individually or through its authorized officer, have each set their hand and seal as of the Effective Date above unless otherwise indicated. If the New Loan or Amended Loan exceeds \$484,000.00 the Subordination Agreement is VOID.

**SUBORDINATING LENDER:**  
TCF National Bank

By \_\_\_\_\_  
(Signature)



03/04/2020  
Date

Nathan Appel  
(Printed Name)

Vice President  
(Title)

If applicable, signed and acknowledged in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**FOR NOTARIZATION OF LENDER PERSONNEL**

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.

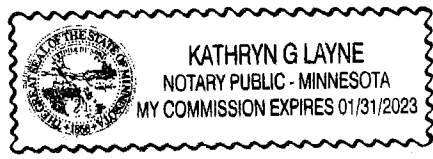
STATE OF MINNESOTA)  
) ss.  
COUNTY OF HENNEPIN)

The foregoing Subordination Agreement was acknowledged before me, Kathryn G. Layne, a notary public or other official qualified to administer oaths this 4<sup>TH</sup> day of MARCH, 2020, by Nathan Appel, as Vice President of the Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.

**For California Only:** 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.

Kathryn G. Layne (Notary Public)

My Commission Expires: 4/31/2023



**EXHIBIT 'A'**

**A PARCEL OF LAND LOCATED IN THE SOUTHEAST 1/4, NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 19 EAST, M.D.B.&M., GENOA TOWNSHIP, DOUGLAS COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 13 NORTH, RANGE 19 EAST M.D.B&M., PROCEED SOUTH 7° 58' 30" WEST 2,003.60 FEET, TO A POINT; THENCE SOUTH 25° 33' 04" WEST, 397.57 FEET, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, TO A POINT, THENCE NORTH 68° 28' 23" WEST, 166.47 FEET, TO THE TRUE POINT OF BEGINNING, WHICH IS THE SOUTHEAST CORNER OF THE PARCEL; THENCE NORTH 14° 39' 46" EAST 221.43 FEET, TO THE NORTHEAST CORNER OF THE PARCEL; THENCE NORTH 69° 02' 24" WEST 249.81 FEET, TO THE NORTHWEST CORNER OF THE PARCEL; THENCE SOUTH 18° 31' 38" WEST, 107.50 FEET, TO THE EASTERLY RIGHT-OF-WAY LINE OF GENOA STREET, TO A POINT, THENCE SOUTH 67° 28' 03" EAST 70.50 FEET, TO A POINT; THENCE 21°39'49" WEST 70.00 FEET, TO A POINT, THENCE SOUTH 67° 19' 32" EAST, 47.50 FEET, TO A POINT; THENCE SOUTH 21° 47' 37" WEST 25.00 FEET, TO A POINT; THENCE SOUTH 62° 56' 24" EAST 133.03 FEET, TO A POINT; THENCE SOUTH 68° 28' 23" EAST, 20.53 FEET TO THE TRUE POINT OF BEGINNING;**

**REFERENCE IS MADE TO RECORD OF SURVEY MAP FOR LOT LINE ADJUSTMENTS OF CRYSTAL TERRY FORD PROPERTY FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON JUNE 18, 1983, IN BOOK 683, PAGE 570, AS DOCUMENT NO. 81346, OFFICIAL RECORDS.**

**NOTE: THE ABOVE METES AND BOUNDS DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN DOCUMENT RECORDED MAY 21, 2019, AS INSTRUMENT NO. 929337.**