

DOUGLAS COUNTY, NV

2021-966281

Rec:\$40.00

\$40.00

Pgs=4

04/27/2021 11:13 AM

ETRCO

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

APN: 1320-35-001-026

{Space Above This Line for Recording Data}

Reference:

Account: XXXXXX9930

SUBORDINATION AGREEMENT

Effective Date: 03/25/2021

Owner(s): JOE BENIGNO AS TRUSTEE OF THE JOE BENIGNO LIVING TRUST DATED DECEMBER 20, 2012

Senior Lender: SIERRA PACIFIC MORTGAGE

Subordinating Lender: TCF National Bank

Trustee (Deed of Trust only): TCF NATIONAL BANK

Property Address: 1540 EAST VALLEY ROAD, GARDNERVILLE, NV 89410

PID #: 1320-35-001-026

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 OCTOBER 8TH, 2019, which was filed on OCTOBER 21ST, 2019 in Book N/A Page N/A (or as No. 2019-936935) 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 \$500,000.00 ; (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 JOE BENIGNO AS TRUSTEE OF THE JOE BENIGNO LIVING TRUST DATED DECEMBER 20, 2012 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 \$548,586.25 (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 \$548,586.25 the Subordination Agreement is VOID.

SUBORDINATING LENDER:

TCF National Bank

By _____
(Signature)

03/25/2021
Date

Grady Ollhoff
(Printed Name)

Assistant 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, Anh L. Westrum, a notary public or other official qualified to administer oaths this 25TH day of MARCH, 2021, by Grady Ollhoff, as Assistant 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.

(Notary Public)

My Commission Expires: January 31, 2025

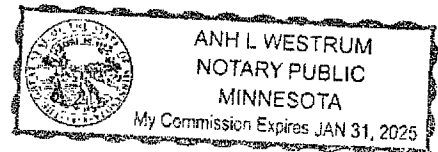


EXHIBIT "A"

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

**Situate in the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 13 North,
Range 20 East, M.D.B. & M., more particularly described as follows:**

**Parcel 3A-1A, as set forth on Parcel Map for PETERSON, GREEN, GILL AND FOX,
filed for record in the Office of the County Recorder of Douglas County, Nevada, on
June 28, 1993, in Book 693, Page 6333, Document No. 311057.**

**Assessor's Parcel Number(s):
1320-35-001-026**

