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KAREN ELLISON, RECORDER

APN # 1220-04-512-016

Recording Requested by &
Returned to:

Mortgage Information Services, Inc
4877 Galaxy Parkway, Ste I
Cleveland, OH 44128
MIS#: 1851539

SUBORDINATION
(Title of Document)

I, the undersigned, hereby affirm that this document submitted for recording does not contain a social security number.

I, the undersigned hereby affirm that this document submitted for recording contains a social security number of a person as required by law: _____ (Law).

Signature

Paris Coleman

Recording Coordinator

This Page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

A.P.N. No.: 1220-04-512-016

After Recording, Return to:
M.I.S. of the Southwest, Inc.
4877 Galaxy Parkway
Suite I
Cleveland, OH 44128

MIS FILE NO.
1851539

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.

THIS AGREEMENT, made this 16 day of April, 2021, by Francisco Garcia Soto, owner of the land hereinafter described and hereinafter referred to as "Owner", and The Secretary of Housing and Urban Development, present owner and holder of the beneficial interest of a Nevada Partial Claim Deed of Trust and Note first hereinafter described and hereinafter referred to as "Beneficiary".

WITNESSETH

THAT WHEREAS, Francisco Garcia Soto, did execute a Nevada Partial Claim Deed of Trust, dated September 21, 2020 to Tiffany & Bosco, P.A., as Trustee and The Secretary of Housing and Urban Development, as Beneficiary, covering a certain parcel of real property located in the County of Douglas, State of Nevada, to wit:

**LOT 11 OF FINAL MAP OF CARSON VALLEY ESTATES SUBDIVISION, UNIT NO. 2,
ACCORDING TO THE MAP THEREOF, FILED IN THE OFFICE OF THE COUNTY RECORDER OF**

DOUGLAS COUNTY, STATE OF NEVADA, ON DECEMBER 23, 1970, AS DOCUMENT NO. 50685,
IN BOOK 1 OF MAPS, DOUGLAS COUNTY, NEVADA RECORDS.

MORE COMMONLY KNOWN AS: 1374 WATERLOO LANE, GARDNERVILLE, NV 89410

to secure a note in the sum of \$9,734.28 dated September 21, 2020 in favor of The Secretary of Housing and Urban Development, recorded November 2, 2020 as Instrument No. 2020-955657 Official Records of Douglas County, Nevada; and

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust/Mortgage and note in the amount not to exceed \$278,962.00 dated April 16, 2021 in favor of First Savings Bank, its successors and/or assigns, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein, which Deed of Trust/Mortgage is to be recorded in concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said Deed of Trust/Mortgage in favor of Lender shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust/Mortgage first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the Deed of Trust/Mortgage 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/Mortgage in favor of Beneficiary, and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the Deed of Trust/Mortgage in favor of Beneficiary to the lien or charge of the Deed of Trust/Mortgage 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/Mortgage 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/Mortgage in favor of Beneficiary.

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/Mortgage 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/Mortgage in favor of Beneficiary.

(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/Mortgage in favor of Beneficiary to the lien or charge of the Deed of Trust/Mortgage 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/Mortgages hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust/Mortgage in favor of Beneficiary, 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) Beneficiary consents to and approves (i) all provisions of the note and Deed of Trust/Mortgage 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;

(b) Lender is making disbursements pursuant to any such agreement and 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;

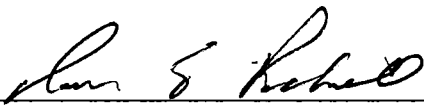
(c) Beneficiary intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the Deed of Trust/Mortgage in favor of Beneficiary in favor of the lien or charge upon said land of the Deed of Trust/Mortgage in favor of Lender above referred to and understands that in reliance upon, and in consideration of this waiver, relinquishment and subordination specific loans and advances are being and will be 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; and

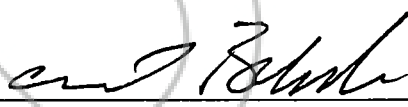
(d) The individual signing this instrument on behalf of the Beneficiary is fully authorized to bind the entity, The Secretary of Housing and Urban Development, to the terms and conditions of this Subordination Agreement.

NOTICE: This Subordination Agreement contains a provision which allows the person obligated on your real property security to obtain a loan, a portion or the entirety of which may be expended for other purposes than improvement of the land.

Mortgagor: Francisco Garcia Soto
FHA Case Number: 331-1888308

IN WITNESS WHEREOF, the undersigned, Chad Beleele-Subordinate Mortgage Department/Novad Management Consulting, LLC Attorney-in-Fact for Secretary of Housing & Urban Development, has hereunto set his hand for and on behalf of the Secretary.

Witness: 
Dana Picknell


By: 
Chad Beleele
Supervisor-Subordinate Mortgage Department /Novad Management Consulting, LLC Attorney-in-Fact for Secretary/Department of Housing and Urban Development

STATE OF OKLAHOMA)
) SS.
COUNTY OF OKLAHOMA)

On March 29, 2021, before me, the undersigned Notary Public in and for Oklahoma County, Oklahoma, personally appeared Chad Beleele, personally known to me (or proven 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 executed the same in his authorized capacity and that by his signature on the instrument he is the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal

My Commission Expires: 04/08/2023


Notary Public
Commission Number: #: 19003660

