



2580 SHEA CENTER DRIVE
LIVERMORE, CALIFORNIA 94551

RECORDING REQUESTED BY:
FREMONT BANK

AND WHEN RECORDED MAIL TO
FREMONT BANK
25151 CLAWITER ROAD
HAYWARD, CA 94545
Attn: Records Management
Loan # 8110528620
Parcel ID: 1419-26-510-005

2122859

[Space Above This Line For Recording Data]

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 JANUARY 18, 2022 by FREMONT BANK, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary";

WITNESSETH

THAT WHEREAS BRYAN RICHARDSON AND CAROL A. RICHARDSON, HUSBAND AND WIFE AS JOINT TENANTS

owner of the land hereinafter described and hereinafter referred to as "Owner", did execute a deed of trust, dated JANUARY 26, 2021 to FREMONT BANK, as trustee, covering:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

to secure a note in the sum of \$ 100,000.00 dated JANUARY 26, 2021 in favor of FREMONT BANK, which deed of trust was recorded FEBRUARY 8, 2021 instrument no. 2021-961573 in reel/book image/page Official Records of Douglas county; and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$ 214,000.00 dated JANUARY 18, 2022 in favor of FREMONT BANK, 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 referenced 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;
- 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 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 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. 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.

FREMONT BANK

BY: [Signature]
Beneficiary TIM MULLINS
CLOSING MANAGER/CLOSING SUPPORT

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 CALIFORNIA)
)
COUNTY OF ALAMEDA)
)
)
)

On JANUARY 19, 2022 before me, MARIA KROMMENHOEK,

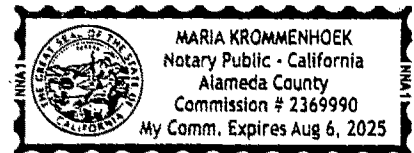
Notary Public, personally appeared TIM MULLINS

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

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.

Signature [Signature]



LEGAL DESCRIPTION

EXHIBIT "A"

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

PARCEL 1:

LOT 29, IN BLOCK A, AS SET FORTH ON FINAL SUBDIVISION MAP, PLANNED UNIT DEVELOPMENT PD 05-001 FOR SUMMIT RIDGE AT GENOA LAKES GOLF RESORT PHASE 3A, FILED FOR RECORD WITH THE DOUGLAS COUNTY RECORDER ON SEPTEMBER 12, 2007 IN BOOK 907, PAGE 2074, AS DOCUMENT NO. 709043, OFFICIAL RECORDS, DOUGLAS COUNTY, NEVADA.

PARCEL 2:

TOGETHER WITH THE FOLLOWING EASEMENTS FOR ACCESS:

A NON-EXCLUSIVE 50 FOOT WIDE ACCESS EASEMENT, CREATED IN THAT CERTAIN DOCUMENT ENTITLED "EASEMENT AMENDMENT DEED", EXECUTED BY LITTLE MONDEAUX LIMOUSIN CORPORATION, RECORDED ON FEBRUARY 25, 1998, AS DOCUMENT NO. 433367 IN BOOK 298, PAGE 4658 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

A 50 FOOT WIDE ACCESS, IRRIGATION, AND UTILITY EASEMENT, OVER AND ACROSS THOSE CERTAIN LANDS DESCRIBED IN DOCUMENT RECORDED ON FEBRUARY 3, 2004 IN BOOK 204, PAGE 954, AS DOCUMENT NO. 603680 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

A 60 FOOT PRIVATE ACCESS, PRIVATE IRRIGATION, AND PUBLIC UTILITY EASEMENT, AS SET FORTH ON THE FINAL SUBDIVISION MAP ENTITLED CANYON CREEK MEADOWS PHASE 1, ACCORDING TO THE PLAT THEREOF, FILED ON FEBRUARY 11, 2004 IN BOOK 204, PAGE 4470, AS DOCUMENT NO. 604356 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

AN EASEMENT FOR NON-EXCLUSIVE ACCESS PURPOSES WITH THE EASEMENT AREA, CREATED IN THAT CERTAIN DOCUMENT ENTITLED "MASTER GRANT DEED" EXECUTED BY RONALD L. SIMEK, ET AL., RECORDED ON DECEMBER 31, 1996 AS DOCUMENT NO. 403934 IN BOOK 1296, PAGE 4911 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

AN EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM THAT CERTAIN REAL PROPERTY, AND THE INSTALLATION, CONSTRUCTION, REPAIR, MAINTENANCE AND REPLACEMENT OF ROADWAY IMPROVEMENTS WITHIN THE EASEMENT AREA, SUCH AS, WITHOUT LIMITATION, ASPHALT PAVING, CATTLE GUARD, AND SO FORTH, CREATED IN THAT CERTAIN DOCUMENT ENTITLED "GRANT OF RELOCATABLE PRIVATE ACCESS EASEMENT (#056), EXECUTED BY RONALD L. SIMEK, RECORDED ON FEBRUARY 3, 2004 AS DOCUMENT NO. 603676 IN BOOK 204, PAGE 862 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

PARCEL 3:

ALSO TOGETHER WITH THE FOLLOWING RESERVATIONS, EASEMENTS AND COVENANTS FOR THE BENEFIT OF PARCEL 1, HEREIN:

EASEMENTS PURSUANT TO DOCUMENT ENTITLED "ANCILLARY EASEMENTS MEMORANDUM", RECORDED MARCH 31, 2005 IN BOOK 305, PAGE 14366 AS DOCUMENT NO. 640526 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

EASEMENTS PURSUANT TO DOCUMENT ENTITLED "GRANT OF EASEMENT", RECORDED MAY 1, 2006 IN BOOK 506, PAGE 168 AS DOCUMENT NO. 673811 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

EASEMENTS PURSUANT TO DOCUMENT ENTITLED "GRANT OF EASEMENTS", RECORDED MAY 1, 2006 IN BOOK 506, PAGE 347 AS DOCUMENT NO. 673835 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

EASEMENTS PURSUANT TO DOCUMENT ENTITLED "GRANT OF EASEMENTS", RECORDED MAY 1, 2006 IN BOOK 506, PAGE 377 AS DOCUMENT NO. 673836 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA. EASEMENTS PURSUANT TO DOCUMENT ENTITLED "RECIPROCAL PARKING AND ACCESS EASEMENT AGREEMENT", RECORDED JULY 24, 2006 IN BOOK 706, PAGE 8118 AS DOCUMENT NO. 680413 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

EASEMENT PURSUANT TO DOCUMENT ENTITLED "GRANT OF MAILBOX CLUSTER EASEMENT", RECORDED DECEMBER 1, 2006 IN BOOK 1206, PAGE 66 AS DOCUMENT NO. 689800 OF THE OFFICIAL RECORDS OF DOUGLAS COUNTY, NEVADA.

TOGETHER WITH ALL TENEMENTS, HEREDITAMENTS AND APPURTENANCES, IF ANY, THERETO BELONGING OR APPERTAINING, AND ANY REVERSIONS, REMAINDERS, RENTS, ISSUES OR PROFITS THEREOF.

Parcel ID: 1419-26-510-005

Commonly known as 2944 Promontory Loop, Genoa, NV 89411
However, by showing this address no additional coverage is provided

