DOUGLAS COUNTY, NV

Rec:\$40.00 \$40.00

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2022-983881

04/19/2022 08:11 AM

AVENUE TITLE AGENCY - NV
KAREN ELLISON, RECORDER

Assessor's Parcel No: 1219-14-002-035

When Recorded Mail to: Greater Nevada Credit Union Attn: Lending 451 Eagle Station Lane Carson City, NV 89701

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 March 30th, 2022 by Gilbert M Gonzales, a married man as his sole and separate property

Owner and land herinafter described and herinafter referred to as "Owner", and Greater Nevada Credit Union, present owner and holder of the deed of trust and note hereinafter described and herinafter referred to as "Beneficiary":

WITNESSETH

THAT WHEREAS, Owner has executed a deed of trust, dated October 23rd, 2004 to Marquis Title & Escrow, INC. as trustee covering:

See Exhibit "A" attached hereto made a part hereof

to secure a note in the sum of \$25,000.00 dated October 23rd, 2004, in favor of the Beneficiary which deed of trust was recorded on October 29th, 2008 as Original Document No. 732185 Book XXXX Page XXXX, and;

WHEREAS, Owner has executed	i, or is about to execute, a deed of true	st and note not to exceed \$ 489,000.00
dated April 12, 2022 in favor	of NewRez LLC, hereinafter referred	I to as "Lender", payable with interest and
upon the terms and conditions described therein, which deed of trust will record concurrently herewith on		
, in Book	, Official Records, Page	, as Document
No; and		

WHEREAS, it is a condition precedent to obtaining said loan from lender that said deed of trust last above mentioned 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 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 supervisor to the lien or charge upon the land hereinbefore described, prior and supervisor to the lien or charge of the deed of trust first above mentioned; 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 referred 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 extension 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 supersede and cancel those provisions, if any, contained in any and all other agreements, including but not limited to the deed of trust first above mentioned, second loan or escrow agreements between the parties hereto, with regard to the subordination of the lie or charge of the deed of trust first above mentioned to the lien or charge of said deed of trust in favor of the lender, which provisions are inconsistent or contrary to the provisions herein.

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, be Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement in 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 an nay 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 paid 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.

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.

GREATER NEVADA CREDIT UNION 451 EAGLE STATION LANE CARSON CITY, NV 89701

Melissa Martinez, VP of Consumer/Lending

STATE OF NEVADA
COUNTY OF Carson City

This instrument was acknowledged before me on

Narch 315 2012 by Melissa Martinez.

Notary Public

ELIZABETH L. BOWDEN
NOTARY PUBLIC
STATE OF NEVADA
COUNTY OF CARSON CITY
NO. 22-3342-03 MYAPPT. EXPIRES FEDRUARY 8, 2925

EXHIBIT "A" – LEGAL DESCRIPTION

THE FOLLOWING PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, AND DESCRIBED AS FOLLOWS:

PARCEL A AS SET FORTH ON PARCEL MAP FOR PHILLIP A. MEDINA FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS, STATE OF NEVADA, ON SEPTEMBER 5, 1979, IN BOOK 979, AT PAGE 116 AS DOCUMENT NO 36324, OFFICIAL RECORDS.

BEING THE SAME PREMISES CONVEYED UNTO GILBERT M. GONZALES, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, BY VIRTUE OF GRANT, BARGAIN AND SALE DEED FROM JERRY JOLDERSMA AND JULIANA JOLDERSMA, HUSBAND AND WIFE, DATED OCTOBER 13, 2005, RECORDED DECEMBER 12, 2005, IN BOOK: 1205 AND PAGE: 4668; INSTRUMENT: 0663002.

BEING THE SAME PREMISES CONVEYED UNTO GILBERT M. GONZALES A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, BY VIRTUE OF GRANT, BARGAIN AND SALE DEED FROM SHERYL GONZALES, SPOUSE, DATED DECEMBER 12, 2005, RECORDED DECEMBER 12, 2005, IN BOOK: 1205 AND PAGE: 4670; INSTRUMENT: 0663003.

BEING THE SAME PREMISES CONVEYED UNTO GILBERT M. GONZALES AND SHERYL GONZALES, HUSBAND AND WIFE, AS JOINT TENANTS, BY VIRTUE OF QUIT CLAIM DEED FROM GILBERT M. GONZALES, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, DATED JUNE 12, 2007, RECORDED AUGUST 10, 2007, IN BOOK: 0807 AND PAGE: 03472; INSTRUMENT: 0707369.

BEING THE SAME PREMISES CONVEYED UNTO GILBERT M. GONZALES AND SHERYL GONZALES, HUSBAND AND WIFE, AS JOINT TENANTS, BY VIRTUE OF GRANT, BARGAIN AND SALE DEED FROM GILBERT M. GONZALES A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, DATED OCTOBER 24, 2008, RECORDED OCTOBER 30, 2008, IN BOOK: 1008 AND PAGE: 5206; INSTRUMENT: 0732306.

BEING THE SAME PREMISES CONVEYED UNTO GILBERT M. GONZALES, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY, BY VIRTUE OF GRANT, BARGAIN AND SALE DEED FROM SHERYL GONZALES, A MARRIED WOMAN, DATED OCTOBER 25, 2008, RECORDED OCTOBER 29, 2008, IN BOOK: 1008 AND PAGE: 4836; INSTRUMENT: 0732184.

PARCEL ID: 121914002035