

DOC # 0147797

06/12/2015

02:17 PM

Official Record

Recording requested By
FIRST AMERICAN TITLE INSURANCE CO

Lincoln County - NV

Leslie Boucher - Recorder

Fee \$43.00

Page 1 of 5

RPTT:

Recorded By: HB

Book- 296 Page- 0272

PARCEL NUMBER: #011-070-05

I hereby affirm that this document does not
contain the Social Security Number of person(s).
As required by law: NRS 239B.030
(Source of law or rule)



0147797

Signed

A handwritten signature in black ink that reads "Toni Pierce".

Print Name: TONI PIERCE

RECORDING REQUESTED BY and RETURN TO:

**FIRST AMERICAN TITLE INS CO
1100 SUPERIOR AVE STE 200
CLEVELAND OH 44114
NATIONAL RECORDING**

ORDER # 49027581

TITLE OF DOCUMENT:

SUBORDINATION AGREEMENT

**This cover page must be typed or printed in black ink
Additional \$1.00 charged for recording cover page**



0147797

Book: 296
Page: 273

06/12/2015
Page: 2 of 5

RECORDING REQUESTED BY:

First American Title Insurance Company
Mortgage Services Division-NTP

PREPARED BY AND WHEN

RECORDED MAIL TO:

First American Title Insurance
Company Mortgage Services
Division-NTP
1591 Galbraith Ave, Suite 200
Grand Rapids, MI 49546

A.P.N: 011-070-05
File No: 8346182n

49027581

**SUBORDINATION AGREEMENT
(Existing to New)**

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 23 day of July, 2014, by

KEITH MURRY WHIPPLE JR AND GINGER L WHIPPLE, AS HUSBAND AND WIFE AS JOINT TENANTS
Owner of land hereinafter described and hereinafter referred to as "Owner", and

PAHRANAGAT VALLEY FCU

present owner and holder of the Deed of Trust and Note first hereinafter described and hereinafter referred to as
"Beneficiary",

WITNESSETH

THAT WHEREAS, KEITH MURRY WHIPPLE JR AND GINGER L WHIPPLE, AS HUSBAND AND WIFE AS JOINT TENANTS has executed a Deed of Trust dated March 26, 2010, to FIDELITY NATIONAL TITLE AGENCY OF NEVADA, INC., as Trustee, covering:

THAT PORTION OF PARCEL 7 OF THE PARCEL MAP RECORDED IN PLAT BOOK A, AT PAGE 464 OF LINCOLN COUNTY RECORDS IN THE SOUTHWEST QUARTER OF SECTION 14, T.4 S. R. 60 E., M.D.M. AND COMMENCING AT THE NORTHEASTERLY CORNER OF KEITH MURRAY WHIPPLE JR. PROPERTY OF PARCEL 2 OF PLAT BOOK A, AT PAGE 171 ALL OF LINCOLN COUNTY, NEVADA RECORDS, SAID POINT BEING THE POINT OF BEGINNING;

**THENCE S. 52°37'18" W., A DISTANCE OF 431.49';
THENCE N 37°30'07" W., A DISTANCE OF 290.64';
THENCE N 81°35'06" E., A DISTANCE OF 480.88';
THENCE N 05°43'59" W., A DISTANCE OF 158.60';
THENCE N 30°21'29" W., A DISTANCE OF 198.90';
THENCE S 89°56'18" E., A DISTANCE OF 76.15';
THENCE S 89°56'18" E., A DISTANCE OF 204.00';
THENCE S 09°09'08" E., A DISTANCE OF 42.48';
THENCE S 21°11'02" W., A DISTANCE OF 349.84' TO THE POINT OF BEGINNING;**



**CONTAINING 2.922 ACRES, MORE OR LESS
THE BASIS OF BEARING IS THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, T.4 S., R.
60 E., M.D.M. BEING N 00°31'53" E.**

**NOTE : THE ABOVE METES AND BOUND DESCRIPTION APPEARED PREVIOUSLY IN THAT CERTAIN
DOCUMENT RECORDED DECEMBER 05, 2007, IN BOOK 238, PAGE 0034, AS INSTRUMENT NO.
130652.**

**Being all of that certain property conveyed to KEITH MURRAY WHIPPLE JR AND GINGER LEE
WHIPPLE from KEITH WHIPPLE AND GWENDOLYN WHIPPLE, by deed dated 10/29/2007 and
recorded 12/05/2007, Document No. 0130652 of official records.**

Commonly known as: 5025 Dry Farm Rd, HIKO, NV 89017

APN #: 011-070-05

Prior Rec Info: Recorded OCTOBER 04, 2012 as Instrument No. 0142062 of Official Records.

To secure a Note in the sum of \$60,000.00, dated March 26, 2010, in favor of PAHRANAGAT VALLEY FCU , which
Deed of Trust was recorded April 01, 2010 in Docket/Book N/A, Page N/A, or Instrument No. 0135766, of said
County; and

WHEREAS, Owner has executed, or is about of execute, a Deed of Trust and Note in the sum of \$145,000.00,
(NOT TO EXCEED THIS AMOUNT), dated 8.5.14, in favor of GREEN TREE SERVICING, LLC,
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 8.19.14 Blk# 289 Pg. 0433
Inst# 0146107

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 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 superior to the lien or charge of the Deed of Trust first above
mentioned and provided that the 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 the lender and

WHEREAS, it is to mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is
willing that the Deed of Trust of Lender 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 renewals or extensions thereof, shall unconditionally be and remain at all times a lien prior 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 Deed of Trust hereinbefore specifically described any prior agreement as to such subordination including, but not limited to, these 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 deed of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- 1. Beneficiary 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;
- 2. 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 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;
- 3. The Beneficiary 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 and 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
- 4. An endorsement has been placed upon the note secured by 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 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.

BENEFICIARY:

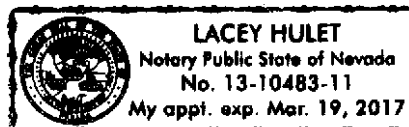
PaHRanagat Valley FCU By
Robin E. Simmers

STATE OF ~~COLORADO~~ Nevada } ss
 County of Lander

Robin E. Simmers

BE IT REMEMBERED, that on this July 23, 2014, personally appeared the within named PAHRANAGAT VALLEY FCU, and acknowledged to me that he/she/they executed the same freely and voluntarily.

[Signature]
 Notary Public for State of ~~Colorado~~ Nevada





**IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT,
THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.**

COPY