



El Dorado, County Recorder
 Janelle K. Horne Co Recorder Office
DOC- 2019-0039592-00

Acct 6-PLACER TITLE CO
 Friday, SEP 20, 2019 15:01:15
 Ttl Pd \$106.00 Rcpt # 0002039752
 JLR/C1/1-6

Recording Requested By

PLACER TITLE COMPANY

WHEN RECORDED MAIL TO:

El Dorado County
 Board of Supervisors
 330 Fair Lane, Placerville, CA
 MIN: 100039033791808334 95667

Escrow no. 201-39933-J.D.

(Space above this line for Recorder's use)

CONSENT AND SUBORDINATION

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY TO AN EASEMENT

THIS AGREEMENT, made this 10/19/2017, by Matthew E. Carmichael and Angelica Carmichael, husband and wife, owner of the land hereinafter described and hereinafter referred to as "Owner", and Mortgage Electronic Registration Systems, Inc. ("MERS") acting solely as nominee for Lender, and Lender's successors and assigns the present owner and holder of the note and deed of trust hereinafter described and hereinafter referred to as "Lender",

WITNESSETH:

THAT WHEREAS, Matthew E. Carmichael and Angelica Carmichael did on 06/19/2017 execute a deed of trust to Michael Lyon, as trustee, covering the following described property:

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF EL DORADO, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 10 NORTH, RANGE 12 EAST, M.D.B.&M., PARTICULARLY DESCRIBED AS FOLLOWS:

.BEGINNING AT THE SOUTHWEST CORNER OF THE PARCEL OF LAND HEREIN DESCRIBED, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 27 BEARS (5 COURSES) SOUTH 87 ° 28' 30" WEST 269.64 FEET; NORTH 89 ° 03' WEST 126.37 FEET; NORTH 409.18 FEET; EAST 4189.69 FEET AND SOUTH 299.77 FEET; THENCE FROM SAID POINT OF BEGINNING, NORTH 87 ° 28' 30" EAST 150.00 FEET; THENCE NORTH 400.00 FEET; THENCE NORTH 51 ° 00' EAST 410.37 FEET TO A POINT ON THE CENTERLINE OF PLEASANT VALLEY SLY PARK ROAD; THENCE ALONG SAID CENTERLINE (2 COURSES) NORTH 47 ° 13' WEST 323.36 FEET AND NORTH 66 ° 14' 30" WEST 120.10 FEET; THENCE LEAVING SAID CENTERLINE, SOUTH 12 ° 50' 40" WEST 546.63 FEET AND SOUTH 400.00 FEET TO THE POINT OF BEGINNING.

A.P.N. 079-030-11-100

to secure a note in the sum of \$424,100.00, dated 06-19-2017 in favor of Mortgage Electronic Registration Systems, Inc. "MERS" solely as nominee for Lender, and Lender's successors and

assigns), which deed of trust was recorded on 06-27-2017, as 2017-0025999-00, Official Records of said county and is subject and subordinate to an easement hereinafter described;

WHEREAS, Matthew E. Carmichael and Angelica Carmichael, husband and wife, did on 08-21-2015 execute an easement to County of El Dorado, a political subdivision of the State of California; and Pacific Gas and Electric Company, a California corporation, for the purpose of Slope and Drainage Easement; Temporary Construction Easement; and Public Utility Easement, recorded CONCURRENTLY HEREWITH , Official Records of said county,

WHEREAS, lender agrees that the lien or charge of the deed of trust herein referred to shall unconditionally be and remain at all times subordinate and inferior to the easement described herein;

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, it is declared, understood and agreed as follows:

- (1) That said deed of trust in favor of Lender, as to said additional loan, as well as all other obligations recited as being secured thereby, and any renewal or extension thereof shall unconditionally be and remain at all times a lien or charge on the property therein described, subordinate and inferior to the easement described herein.
- (2) 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 to the easement, and shall supersede and cancel, but only insofar as would affect the priority between the deed of trust and the easement, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust above mentioned, which provide for the subordination of the lien or charge thereof.

Lender declares, agrees and acknowledges that

- (a) He intentionally and unconditionally waives, relinquishes, and subordinates the lien or charge upon said land of the deed of trust above mentioned to the easement described herein.
- (b) An endorsement has been placed upon the note secured by the deed of trust above mentioned that said deed of trust has, by this instrument, been subordinated to the easement described herein.

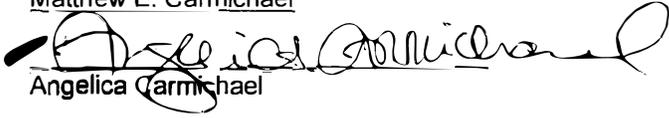
Mortgage Electronic Registration Systems, Inc. ("MERS") solely as nominee for Lender, as and Lender's successors and assigns, Lender:

By: 
Authorized Signature
Assistant Secretary of Mers

Trustor:



Matthew E. Carmichael



Angelica Carmichael

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

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 Michigan)
County of Wayne) ss.

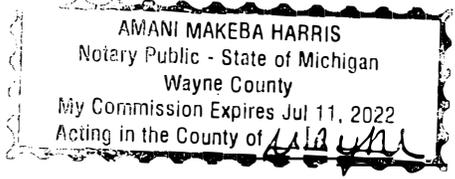
On September 19th, 2019 before me,
Amani makeba Harris

Notary Public personally appeared Kevin Cauthen
Kevin Cauthen

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/her/their authorized capacity(ies), and that by his/her/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 Amani Makeba Harris



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 OREGON
COUNTY OF LANE

On May 22, 2019 before me, Rachel Dale
Notary Public, personally appeared Matt Carmichael

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/her/their authorized capacity(ies), and that by his/her/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~~ ^{OREGON} that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Rachel Dale (Seal)



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 OREGON)
COUNTY OF LANE)

On MAY 22, 2019 before me, Rachel Dale
Notary Public, personally appeared Angelica Carmichael

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/her/their authorized capacity(ies), and that by his/her/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~~ ^{OREGON} that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

Signature Rachel Dale (Seal)

