

WHEN RECORDED MAIL TO:  
WELLS FARGO CONSUMER LOAN CENTER  
P.O. BOX 31557  
BILLINGS, MT 59107

2001-53808KM

Space above line for recording purposes.

Account Number: **4514808673**

**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 is made this **10TH** day of **OCTOBER 2001**, by and between **Wells Fargo Bank West, N.A.** a national bank with its headquarters located at **San Francisco, California** (herein called "Lien Holder"), and **WELLS FARGO HOME MORTGAGE, INC.** with its main office located in the State of **IOWA** (herein called the "Lender").

**RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **JUNE 14TH, 2001** executed by **CLYDE F. NEY, TRUSTEE AND JEANNE M. NEY, TRUSTEE, TRUSTEES OF THE CLYDE F. NEY AND JEANNE M. NEY REVOCABLE TRUST, DATED FEBRUARY 18, 2000** (the "Debtor") which was recorded in the county of **DOUGLAS**, State of **NEVADA**, as DOC #528851 BK 1101 PG 9428 <sup>bn</sup> 11-30-01 (the "Subordinated Instrument") covering real property located in **MIDEN** in the above-named county of **DOUGLAS**, State of **NEVADA**, as more particularly described in the Subordinated Instrument (the "Property").

**PLEASE SEE ATTACHED EXHIBIT "A" (Legal Description)**

Lender will make a loan to the Debtor secured by a deed of trust/mortgage on the Property which will be recorded (the "Lender Instrument"). The Lender Instrument will secure a promissory note/line of credit agreement in the amount of **\$101,000.00**.

Lien Holder has agreed to execute and deliver this Subordination Agreement.

**0528852**  
**BK 1101 PG 9428**


ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to Lien Holder, the lien of the Subordinated Instrument is, shall be and shall remain fully subordinate for all purposes to the lien of the Lender Instrument, to the full extent of the sum secured by the Lender Instrument, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Instrument, excluding non-obligatory future advances.
2. Lien Holder warrants to Lender that Lien Holder presently owns the Subordinated Instrument and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of **NEVADA**. It cannot be waived or changed, except by a writing signed by the parties to be bound thereby. This Agreement is made between Lender and Lien Holder. It shall be binding upon Lien Holder and the successors and assigns of Lien Holder, and shall inure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other person (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of or enforce this Agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

**Wells Fargo Bank West, N.A.**

**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

  
\_\_\_\_\_  
By: **Jill Fowler**  
Title: **Assistant Vice President**

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BK1101PG9429

STATE OF COLORADO )  
 ) SS.  
COUNTY OF EL PASO )

On this 10th day of October, 2001, Before me  
**KRISTIEN E. CARROLL, NOTARY** personally appeared  
**Jill Fowler as Assistant Vice President of Wells Fargo Bank West, N.A.**

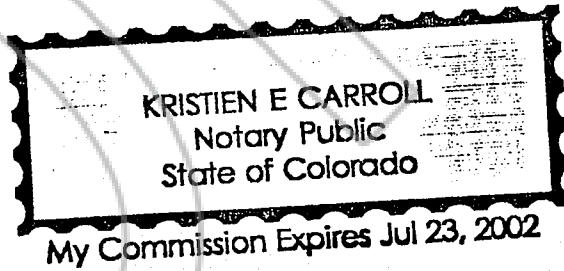
- personally known to me  
 proved to me on the basis of satisfactory evidence

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.

WITNESS my hand and official seal,

Kristien Carroll  
Signature of Notary Public

My commission expires: 7/23/02



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DESCRIPTION

All that certain lot, piece or parcel of land situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Unit 396 as shown on the Final Map No. 1008-9 for WINHAVEN, UNIT NO. 9, A PLANNED UNIT DEVELOPMENT, filed for record in the office of the Douglas County Recorder, on July 8, 1999, as File No. 472099.

PARCEL 2:

A non-exclusive easement for use, enjoyment, ingress and egress over the common area as set forth in Declaration of Covenants Conditions and Restrictions recorded September 28, 1990, in Book 990, Page 4348, as Document No. 235644, Official Records.

COPY

REQUESTED BY  
**FIRST AMERICAN TITLE CO.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO., NEVADA

2001 NOV 30 AM 9:34

LINDA SLATER  
RECORDER

\$ 17.00 PAID BC DEPUTY

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BK 1101 PG 9431