

APN-1319.09.602-011

After recording, return to:

Western Title Company

301 W. Washington St.

Carson City, NV 89703

85541-DTO  
22750 KTH

Space above line for recording purposes.

45145136148750001

### 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 29<sup>th</sup> day of December, 2001, by and between Wells Fargo Bank West N.A. (Equity Direct), a national bank with its headquarters located at 1740 Broadway, Denver, CO. (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 May 12, 2000, executed by, Kathleen J. Boice and Christopher P. Desocio, (the "Debtor") which was recorded in the county of Douglas, State of Nevada as document no. 492278 recorded on May 19, 2000 (the "Subordinated Instrument") covering real property located in Genoa 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 \$ 240,000.00.

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

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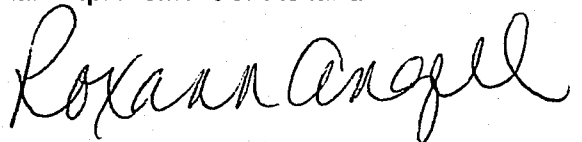
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 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 Nevada, 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: Roxann Angell  
Title: "Team Lead"

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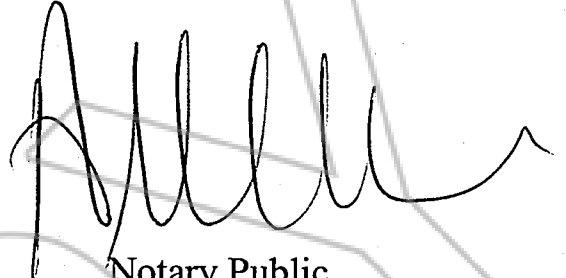
STATE OF ARIZONA

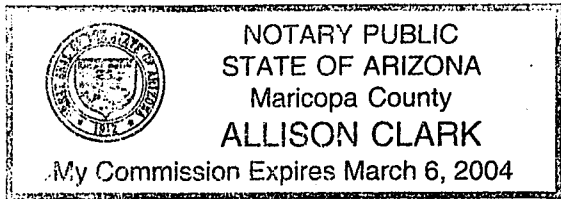
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of Dec, 2001,  
by J. ROXANNA ANGEL, Assistant Vice President, Wells Fargo Home Mortgage, Inc.  
(Bank officer name and title) (Name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

  
Notary Public



**COPY**

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**Legal Description**

All that real property situate in the County of Douglas, State of Nevada, described as follows:

Lots 4, 5, 6, 7, 8, 23, 24, 25, 26 and 27, in Block 11, of the OFFICIAL MAP of TOWNSITE OF GENOA, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, in September of 1874.

**COPY**

REQUESTED BY  
**WESTERN TITLE COMPANY, INC.**  
IN OFFICIAL RECORDS OF  
DOUGLAS CO. NEVADA

2001 DEC 31 PM 1:20

LINDA SLATER  
RECORDER

\$ 17.00 PAID BC DEPUTY

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