

Albuquerque Hub Address:
Wells Fargo Consumer Loan Service Center
Document Control- MAC s4505-012
7412 Jefferson, NE Albuquerque, NM 87109

APN# 1320-30-312-008

Space above line for recording purposes.

82509173970001

2028718NMP

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 16th day of September 2002, by and between **Wells Fargo Bank Nevada, N.A.** a national bank with its headquarters located at **3800 Howard Hughes Parkway, Las Vegas, NV** (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 **July 22, 2002** executed by **Ernest J. Monfiletto and Jill K. Monfiletto, husband and wife as community property with right of survivorship** (the "Debtor") which was recorded in the county of **Douglas, State of Nevada**, as **549085** on **August 9, 2002** (the "Subordinated * Instrument") covering real property located in **Minden** in the above-named county of **Douglas, State of Nevada**, as more particularly described in the Subordinated Instrument (the "Property").

* Book 802 Page 2393

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 **\$232,600.00**.

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

0552991

9/27/01

BK0902PG08701

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 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: Francine Delgado
Title: Assistant Vice President

0552991

9/27/01

BK0902PG08702

STATE OF California)
) SS.
COUNTY OF Riverside)

On this 16th day of September, 2002, Before me J. Suttle, Notary Public
personally appeared Francine Delgado, Assistant Vice President of Wells Fargo Bank
Nevada, 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,

J. Suttle
Signature of Notary Public

My commission expires: 12/15/04

0552991

9/27/01

BK0902PG08703

DESCRIPTION

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

Lot 2, in Block C, as set forth on Final Map #1010-4B of WESTWOOD VILLAGE UNIT 4B, filed for record in the Office of the County Recorder of Douglas County, State of Nevada on December 13, 1995, in Book 1295, at Page 1096, as Document No. 376827.

* * * * *

COPY

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

2002 SEP 25 PM 3:40

LINDA SLATER
RECORDER
\$ 17.00 PAID [Signature] DEPUTY

0552991

BK 0902 PG 08704