

Wells Fargo Consumer Loan Center
P.O. Box 31557
Billings, MT 59107

APN # 1220-24-201-026

Space above line for recording purposes.

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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 12th day of November 2002, by and between **Wells Fargo Bank, 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 **March 12, 2002** executed by **R. Geoff Brunner and Patricia E. Brunner, husband and wife as joint tenants with right of survivorship** (the "Debtor") which was recorded in the county of **Douglas, State of Nevada**, as **539290** on **April 12, 2002** (the "Subordinated Instrument") covering real property located in **Gardnerville** 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 **\$102,500.00**.

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

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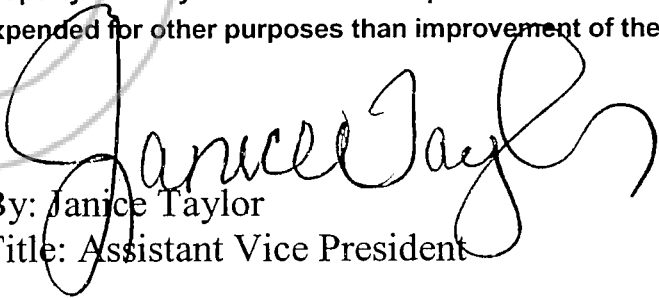
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 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. (Equity Direct)

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: Janice Taylor
Title: Assistant Vice President

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STATE OF Oregon)
) SS.
COUNTY OF Clackamas)

The foregoing instrument was acknowledged before me this 12th day of November,
2002, by Janice Taylor of Wells Fargo Bank West, N.A. (Equity Direct)
 (bank officer name and title) (name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires: March 17, 2003


Mindy R Conner
Notary Public



COOPER

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DESCRIPTION

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

That portion of the South 1/2 of the North 1/2 of Section 24, Township 12 North, Range 20 East, M.D.B. & M., more particularly described as follows:

Parcel B-1 of Parcel Map No. 2 for KEITH G. SWEARINGEN and JOAN M. SWEARINGEN filed for record in the office of the County Recorder of Douglas County, State of Nevada, on March 15, 1994, in Book 394, at Page 2649, as Document No. 332306.

COPY

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

2002 NOV 26 PM 4:40

LINDA SLATER
RECORDER

\$17⁰⁰ PAID *KJ* DEPUTY

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