

APN 1319-04-002-005

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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 6 day of December 2002, by and between **Wells Fargo Bank Nevada, N.A. fka Norwest Bank Nevada, N.A.** a national bank with its headquarters located at **3800 Howard Hughes Parkway, Las Vegas Nevada** (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 **April 8, 1999**, executed by **Alfred Talamantes and Patricia L. Talamantes** (the "Debtor") which was recorded in the county of **Douglas, State of Nevada**, as **Book 0599 page 0229 as Instrument No. 0467206** on **May 3, 1999** (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 \$213900.00.

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

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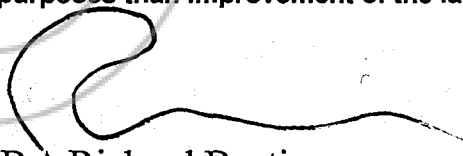
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 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: Richard Bostian
Title: Assistant Vice President

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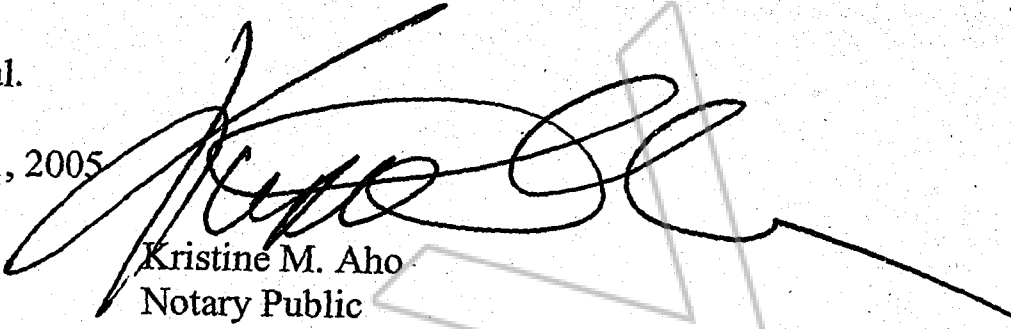
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STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6 day of December, 2002, by Richard Bostian of Wells Fargo Bank Nevada, N.A.

WITNESS my hand and official seal.

My commission expires: January 31, 2005



Kristine M. Aho
Notary Public



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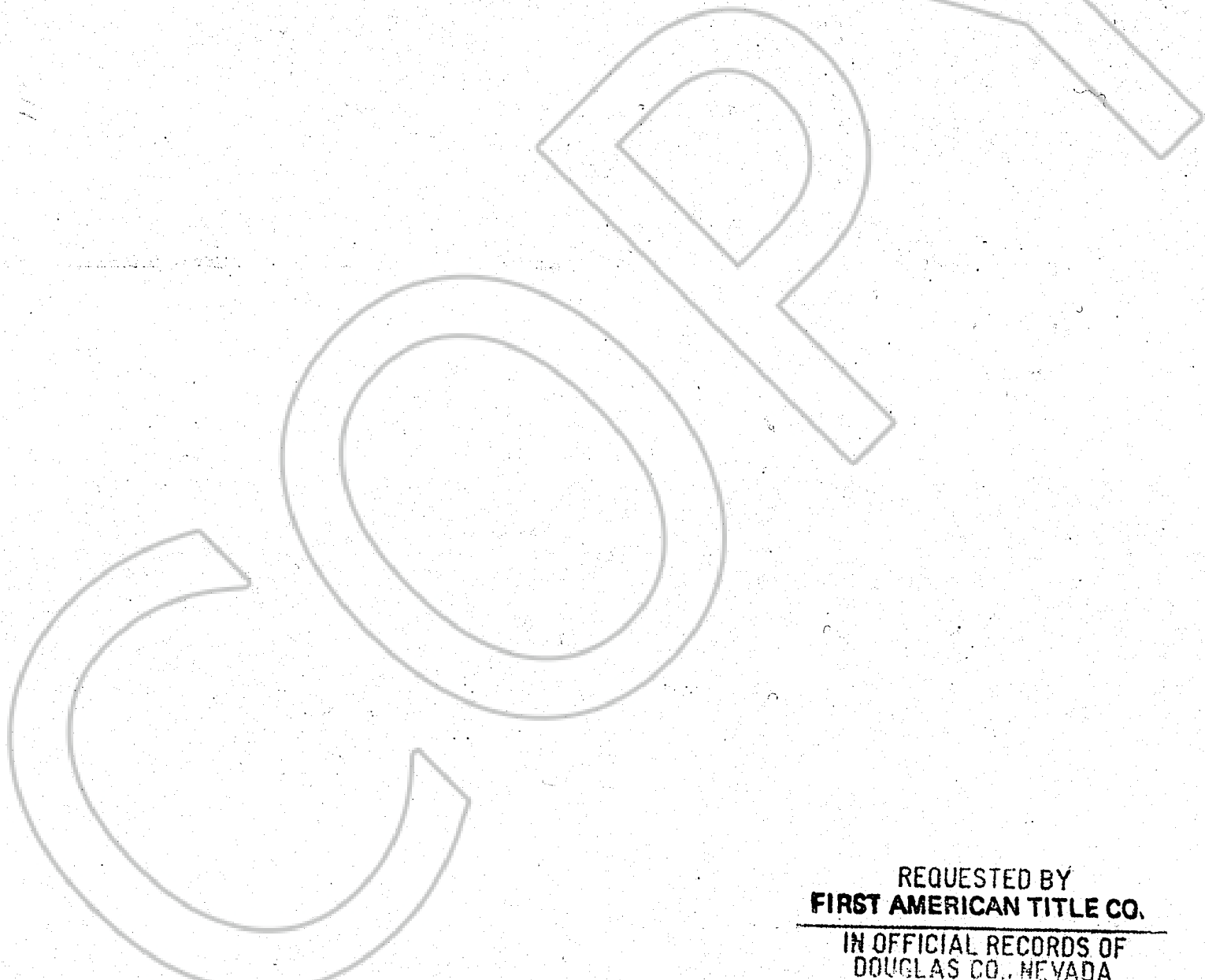
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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 9, of Genoa Estates, as shown on the Official Map recorded in the office of the County Recorder of Douglas County, Nevada, on March 7, 1966, in Book 2 of Maps, as Document No. 31256.



REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2002 DEC 23 PM 4: 24

LINDA SLATER
RECORDER

\$ 17 PAID ⁰⁵ *Ka* DEPUTY

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