

APN 1420-28-510-049

WHEN RECORDED, MAIL TO:  
Wells Fargo Home Mortgage, Inc.  
2701 Wells Fargo Way  
Minneapolis, MN 55408

2055269

## 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 ANOTHER SECURITY INSTRUMENT.**

THIS AGREEMENT is made this 14th day of March 2003, by and between Donald J. Williams and Kathleen A. Williams owners of the property hereinafter described and hereinafter referred to as "Borrower", Wells Fargo Bank, NA, present owner and holder of the mortgage and note hereinafter described and hereinafter referred to as "Subordinating Party".

### WITNESSETH

WHEREAS, Borrower did execute a mortgage in favor of Wells Fargo Bank, NA, upon real estate described as follows:

SEE ATTACHED LEGAL DESCRIPTION

to secure a note in the sum of \$35,000.00, dated December 11, 2001, and recorded February 13, 2002 in Book 0202, Page 4241, as Instrument No. 0534621.

WHEREAS, Borrower is about to execute a mortgage and note not to exceed \$138,934.00 dated March 14, 2003 in favor of Wells Fargo Home Mortgage, Inc., a California corporation, hereinafter referred to as "Lender", payable with interest and upon the terms and conditions described therein.

WHEREAS, Lender is willing to make such loan to Borrower provided that Lender obtains a first lien on the Property and Subordinating Party unconditionally subordinates the lien of its Mortgage to the lien in favor of Lender in the manner hereinafter described.

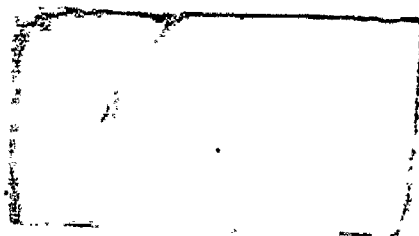
NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Subordinating Party, and to induce Lender to make a loan to Borrower, subordinating Party hereby agrees with Lender that the Mortgage securing the Note in favor of Lender, and any renewals, extensions or modifications of it will be and shall remain a lien on the Property prior and superior to the lien in favor of Subordinating Party in the same manner as if Lender's Mortgage has been executed and recorded prior in time to the execution and recordation of the Subordinating Party's Mortgage.

Subordinating Party further declares, agrees, and acknowledges that:

(1) Subordinating Party will not exercise any foreclosure rights with respect to the Property, will not accept a deed in lieu of foreclosure, and will not exercise or enforce any right or remedy which may be available to Subordinating Party with respect to the property, without at least thirty (30) days' prior written notice to

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Lender. All such notices shall be sent to: Wells Fargo Home Mortgage, Inc., its successors and/or assigns, P.O. Box 6502, Springfield, OH 45501.

(2) Any future advance of funds or additional debt that may be secured by the Subordinating Party's Mortgage including, without limitation, additional debt created by any shared appreciation or negative amortization provisions the Subordinating Party's Mortgage (together, "Future Advances"), shall be subject to the provisions of this Mortgage Subordination Agreement. The Mortgage securing the Note in favor of Lender, and any renewals, extensions, or modifications of it will be and shall remain a lien on the Property prior and superior to any lien for Future Advances.

(3) This Agreement is made under the laws of the State in which the Property is located. It cannot be waived, changed, or terminated, except by a writing signed by both parties. This Agreement shall be binding upon Subordinating Party and the heirs, representatives, successors and assigns of Subordinating Party, and shall inure to the benefit of, and shall be enforceable by Lender and its successors and assigns. Subordinating Party waives notice of Lender's acceptance of this Agreement.

NOTICE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN, ALL OF WHICH MAY BE UNCONDITIONALLY EXPENDED FOR ANY PURPOSE WHATSOEVER.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed the day and year first above written.

[Signature]  
SUBORDINATING PARTY  
Title: Asst. Secretary  
PETER ELAARD

[Signature]  
Donald J. Williams  
[Signature]  
Kathleen A. Williams

SUBORDINATING PARTY ACKNOWLEDGEMENT  
This instrument was acknowledged before me this 17th day of February.

[Signature]  
NOTARY PUBLIC  
STATE OF Minnesota )  
COUNTY OF Hennepin ) ss.

My Commission Expires:  
NOTARY PUBLIC - MINNESOTA  
My Commission Expires Jan 31, 2005

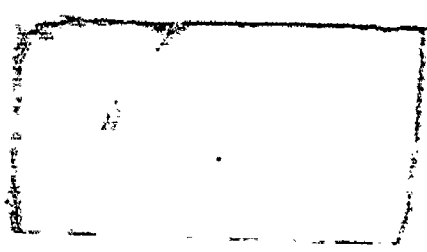
BORROWER ACKNOWLEDGEMENT  
This instrument was acknowledged before me this 14th day of March.

[Signature]  
NOTARY PUBLIC  
STATE OF Nevada )  
COUNTY OF Douglas ) ss.

My Commission Expires:  
This instrument was prepared by:  
Wells Fargo Home Mortgage, Inc.  
2701 Wells Fargo Way  
Minneapolis, MN 55408

  
KATHY MERRILL  
Notary Public - State of Nevada  
Appointment Recorded in County of Douglas  
99-59610-5 My Appointment Expires Oct. 19, 2003

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Jurat

State of *Minnesota*  
County of *Hennepin*



This instrument was acknowledged before me on \_\_\_\_\_, by

*T.M.C.*  
Notarial Officer

*COOPER*

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

2003 MAR 24 PM 4:42

WERNER CHRISTEN  
RECORDER

\$ *16.00* PAID *bl* DEPUTY

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