ADN 1219-15-001-104

When recorded return to:

Wells Fargo Home Mortgage; Inc. 2701 Wells Fargo Way Minneapolis, MN 55408

Space above line for recording purposes.

APN 1219-15-001-106 142-2057860-Km

65465423254460001

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 21st day of March 2003, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 420 Montgomery Street, San Francisco, CA (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 6, 2002 executed by Simon B. Generalao and Elizabeth F. Lafrance, husband and wife as joint tenants (the "Debtor") which was recorded in the county of Douglas, State of Nevada, as 0542702 on May 21, 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 \$137,100.

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 California. 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, 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: Theresa A. Burrows

Title: Assistant Vice President

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STATE OF CALIFORNIA)) SS. COUNTY OF SACRAMENTO)

On this 21st day of March, 2003, Before me Sarah M. Walker, notary public, (notary name and title) personally appeared Theresa A. Burrows, Assistant Vice President of Wells Fargo Bank, N.A.

(bank officer name and title)

(name of Wells Fargo Bank)



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,

Signature of Notary Public

My commission expires: 8-21-04

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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 34, as shown on the official map of SHERIDAN ACRES UNIT NO. 1, filed for record in the office of the County Recorder of Douglas County, State of Nevada on June 8, 1966, in Book 41, Page 192, as Document No. 32486

0571992 BK0303PG16428 REQUESTED BY FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

2003 MAR 31 PM 4: 43

WERNER CHRISTEN RECORDER

3/70 Bla DEPUTY