RETURN TO: Wells Fargo Home MOrtgage PO Box 5137 DesMoines, IA 50306-5137

## **General Subordination Agreement**

APN# 1420-34-811-017 Escrow # 142-2071890

Space above line for recording purposes.

#### 45149651160001

#### 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 <u>8th</u> day of <u>May 2003</u>, by and between Wells Fargo Bank <u>West N.A.</u> a national bank with its headquarters located at <u>1740 Broadway</u>, <u>Denver</u>, <u>CO</u> (herein called "Lien Holder"), and <u>Wells Fargo Home Mortgage</u>, <u>Inc.</u> with its main office located in the State of <u>Iowa</u> (herein called the "Lender").

#### **RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated <u>July 13, 2001</u>, executed by <u>Donald W. Gast and Grace M. Gast</u> (the "Debtor") which was recorded in the county of <u>Douglas</u>, State of <u>Nevada</u>, as <u>Recorded July 30, 2001 in Book 0701, Page 7782, as <u>Instrument No. 519500</u>. on <u>20,000.00</u> (the "Subordinated Instrument") covering real property located in <u>Nevada</u> in the above-named county of <u>Douglas</u>, State of <u>Nevada</u>, as more particularly described in the Subordinated Instrument (the "Property").</u>

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 \$ 132,650.00.

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

0578158

May 2002

BK 0503 PG 14117

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 OHIO. 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.

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: Laura Murphy

Title: Assistant Vice-President

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BK 0503 PG 14118

May 2002

STATE OF OHIO

# ) SS. COUNTY OF BUTLER

The foregoing instrument was acknowledged before me this 8<sup>th</sup> May day of 2003, By Laura Murphy of Wells Fargo Bank West N.A.

(Bank officer name and title) (Name of Wells Fargo Bank)

WITNESS my hand and official seal.

My commission expires:

M. Colette Willeand NOTARY PUPLIC Commission Expires 1-5-2003

Notary Public

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May 2002

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### EXHIBIT "A"

## LEGAL DESCRIPTION

Lot 17, of EL RANCHO ESTATES, according to the map thereof, filed in the office of the County Recorder of Douglas County, State of Nevada, on April 23, 1962, in Book 11, Page 348, as Document No. 19910.

> 0578158 BK 0503 PG 14120

IN OFFICIAL RECORDS OF DOUGLAS CO STVADA

2003 MAY 28 PM 12: 15

WERNER CHRISTEN RECORDER