APN 1318-16-710-020	
When recorded return to:	
Wells Fargo Consumer Loan Center	
P.O. Box 31557	

Space above line for recording purposes.

206589011

45145148993180001

Billings, MT 59107

#### 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 5<sup>th</sup> day of June 2003, by and between **Wells Fargo Bank West**, N.A., 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 June 29, 2001 executed by Clifford J. Morin, an unmarried man (the "Debtor") which was recorded in the county of Douglas, State of Nevada, as Instrument No. 517545 Book 0601, Page 8880 on June 29, 2001 (the "Subordinated Instrument") covering real property located in Town of Zephyr Cove in the above-named county of Douglas, State of Nevada, as more particularly described in the Subordinated Instrument (the "Property").

Lot 109, as shown on the amended plat of ELKS SUBDIVISION, filed in the office of the County Recorder, of Douglas County, Nevada, on January 5, 1928, and as shown on the Second Amended Plat of the ELKS SUBDIVISION filed in the Office of the County Recorder of Douglas County, Nevada on June 5, 1952.

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 \$345,000.00.

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

0579368

9/27/01

BK0603PG04049

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, 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: <sup>|</sup> Keri Griffin

Title: V.P. Loan Documentation

9/27/01

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 5<sup>TH</sup> day of June 2003, Before me Nancy Wright, notary public, (notary name and title) personally appeared Keri Griffin, V.P. Loan Documentation 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: 4-11-05

NANCY L. WRIGHT

Notary Public - State of Nevada

Appointment Recorded in Washoe County

No: 93-3327-2 - Expires April 11, 2005

REQUESTED BY

IN OFFICIAL RECORDS OF DOUGLAS CO. NEVADA

2003 JUN -9 PM 3: 53

WERNER CHRISTEN RECORDER

16 PAID BL DEPUTY

9/27/01

**0579368** BK 0603 PG 04051 APN 1318-16-710-020

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Wells Fargo Consumer Loan Center
P.O. Box 31557
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## 45145148993180001

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# **RECITALS**

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

0579368

9/27/01

BK 0603PG04049

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- 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.
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NOTICE: This

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By: Keri Griffin

Title: V.P. Loan Documentation

0579368 BK0603PG04050

9/27/01

STATE OF NEVADA)
) SS.
COUNTY OF WASHOE)

On this 5<sup>TH</sup> day of June 2003, Before me Nancy Wright, notary public, (notary name and title)
personally appeared Keri Griffin, V.P. Loan Documentation 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.

NANCY L. WRIGHT

Notary Public - State of Nevada

Appointment Recorded in Washoe County

No: 93-3327-2 - Expires April 11, 2005

WITNESS my hand and official seal,

Signature of Notary Public

My commission expires: 4-11-05

REQUESTED BY

IN OFFICIAL RECORDS OF DOUGLAS CO., NEVADA

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WERNER CHRISTEN RECORDER

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0579368 BK 0603PG04051