APN 1319-19-311-003 WELLS FARGO HOME MORTGAGE, INC. 2701 WELLS FARGO WAY MINNEAPOLIS, MN 55408 POST CLOSING SERVICES

Space above line for recording purposes.

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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 12th day of June 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 February 17, 1999 executed by Wayne Roger Baker and Carol Adrian Baker joint tenants with right of survivorship (the "Debtor") which was recorded in the county of Douglas, State of Nevada, as 0462835 on March 8, 1999 (the "Subordinated Instrument") covering real property located in Stateline 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 \$172500.00.

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

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Practice 2919 Practice 197-1

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.
- 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: Kristy Andrews

Title: Assistant Vice President

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STATE OF California)
) SS.
COUNTY OF Sacramento)

On this 12th day of June, 2003, Before me Jannette Rhondeau, (notary name and title)

personally appeared Kristy Andrews of Wells Fargo Bank N.A.

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

JANNETTE RHONDEAU
Commission # 1310755
Notary Public - California
Placar County

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: <u>June 26</u>,05

SEAL

My Comm. Expires Jun 26, 2005

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File Number: 141-2070560

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 26, in Block 8, as shown on the Official Map of KINGSBURY ESTATES UNIT NO. 2, filed for record in the office of the County Recorder of Douglas County, Nevada on June 6, 1962, in Book 1 of Maps, as Document No. 20174.

REQUESTED BY

FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF DOUGLAS OF MEYADA

2003 JUN 17 PM 3: 47

WERNER CHRISTEN

PAID DEPUTY

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