

REQUESTED BY
FIRST AMERICAN TITLE CO.

IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 SEP 30 PM 3:50

WERNER CHRISTEN
RECORDER

\$ 17⁰⁰ PAID *BC* DEPUTY

APN: 1121-09-000-009

Escrow #: 2093896NMP

Return to:

Wells Fargo Consumer Loan Service Center

Document Control – MAC S4505-012

7412 Jefferson

NE Albuquerque, NM 97109

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 24th day of September 2003, by and between **Wells Fargo Bank Nevada, N.A.** a national bank with its headquarters located at **3800 Howard Hughes Parkway, Las Vegas, NV** (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 **September 3, 1999** executed by **Celester Johnson and Patricia Johnson aka Patricia E. Johnson, husband and wife** (the "Debtor") which was recorded in the county of **Douglas, State of Nevada**, as **476101*** on **September 8, 1999** (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").

BOOK 999, PG 1244

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 **\$57,500.00.**

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 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 WEST, N.A. (Equity Direct)

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: Justin Larris
Title: Assistant Vice President

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STATE OF OREGON

)
) SS.
)

COUNTY OF CLACKAMAS

The foregoing instrument was acknowledged before me this 24th day of September, 2003, by Justine Harris, Assistant Vice President, of Wells Fargo Bank Nevada, N.A. WITNESS my hand and official seal.

My commission expires: *2/20/07*

Jennifer MacFarlane
Notary Public



SEAL



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DESCRIPTION

All that real property situated in the County of Douglas , State of Nevada, bounded and described as follows:

PARCEL 1:

Being a portion of the Northeast 1/4 of Section 9, Township 11 North, Range 21 East, M.d.B.&M., and being more particularly described as follows:

Beginning at the found sixteenth corner at the Southeast corner of the West 1/2 of the Northeast 1/4 of said Section 9, thence North 1,887.41 feet to the True Point of Beginning; said point being the most Northerly corner of Parcel C as shown on the Record of Survey for Stoddard Jacobsen, recorded in the office of the County Recorder of Douglas County, State of Nevada on May 7, 1965 as File No. 28057; thence from said true point of beginning North 60°31'58" East, along the Southeasterly boundary of the lands conveyed in the Deed to John R. Zerby, et ux, recorded January 13, 1972 in Boo, 95 of Official Records at Page 530, Douglas County, Nevada, 615.07 feet, to the Southeast corner thereof; thence South along the one-sixteenth section line of the Northeast 1/4 of said Section 9, 302.80 feet; thence South 46°44'38" West, 564.95 feet to the Northeasterly boundary of said Parcel C; thence along the said last mentioned boundary North 17°45'10" West, 406.83 feet to the True Point of Beginning.

PARCEL 2:

Being a portion of the Northeast 1/4 of Section 9, Township 11 North, Range 21 East, M.D.B.&M., and being more particularly described as follows:

Being a strip of land 50 feet in width, the centerline of which is described as follows:

Beginning at a point on the Northeasterly boundary of Parcel C as shown on the Record of Survey for Stoddard Jacobsen recorded in the office of the County Recorder of Douglas County, State of Nevada, on May 7, 1965 as File No. 28057; which bears South 17°45'10" East 406.83 feet from the most Northern corner thereof; thence North 46°44'38" East 27.70 feet to the True Point of Beginning; thence South 17°45'10" East, 360.86 feet, to a point; thence South 14°03'05" East, 293.76 feet, to a point; thence South 12°25'30" East, 180.02 feet, to a point of tangent curvature; thence around a curve to the right having a radius of fifty feet, a central angle of 100°21', and a length of 87.57 feet, to a point; thence South 87°55'30" West, 174.48 feet, to a point of tangent curvature; thence around a curve to the left having a radius of fifty feet, a central angle of 63°24'30", and a length of 55.13 feet, to a point; thence South 24°31' West, 81.95 feet, to a pint of tangent curvature; thence around a curve to the right having a radius of forty feet, a central angle of 131°57'45", and a length of 92.13 feet, to a point; thence North 23°31'15" West, 214.13 feet, to a point of tangent curvature; thence around a curve to the left having a radius of fifty feet, a central angle of 72°44'00", and a length of 63.47 feet, to a point; thence South 83°44'45" West, 112.53 feet, to an intersection with the Easterly boundary of State Highway U.S. 395, to a point of 8.85 feet Northerly of Nevada State Highway Station "A" 204+88.87 P.T.

Said lands being the same as shown on the Record of Survey for Stoddard Jacobsen, et ux, recorded in the office of the County Recorder of Douglas County, State of Nevada on April 21, 1981 as File No. 55588.

The above metes and bounds description appeared previously in that certain document recorded July 16, 1981 in Book 781, page 981 as Document No. 58256 of Official Records.

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