

APN 1319-03-413-010

When recorded return to:
Wells Fargo Consumer Loan Service Center
Document Control-MAC S4505-012
7412 Jefferson
NE Albuquerque, NM 87109

REQUESTED BY
FIRST AMERICAN TITLE CO.
IN OFFICIAL RECORDS OF
DOUGLAS CO., NEVADA

2003 OCT -6 PM 4:01

WERNER CHRISTEN
RECORDER

\$ 17⁰⁰ PAID *KJ* DEPUTY

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 25th day of September 2003, by and between **Wells Fargo Bank, N.A. (Home Equity Charter Bank)**, 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 **November 26, 2002** executed by **Patricia Denis Fore, Trustee of the P.D. Fore 1998 Trust** (the "Debtor") which was recorded in the county of **Douglas**, State of **Nevada**, as **Instrument No. 561724 in Book 1202, Page 101520** on **December 23, 2002** (the "Subordinated Instrument") covering real property located in **Genoa** 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 \$170,000.00.

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, 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: Ken Griffin
Title: V.P. Loan Documentation

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STATE OF CALIFORNIA)
) SS.
COUNTY OF SACRAMENTO)

On this 25th day of September, 2003, Before me Nancy L. Wright notary public,
(notary name and title)
personally appeared Keri A. Griffin, V.P. Loan Documentation of Wells Fargo
Bank, N.A.
(bank officer name and title) (name of Wells Fargo Bank)

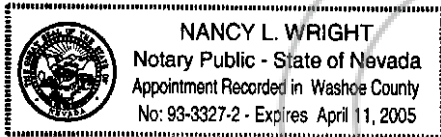
- personally known to me
 proved to me on the basis of satisfactory evidence

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

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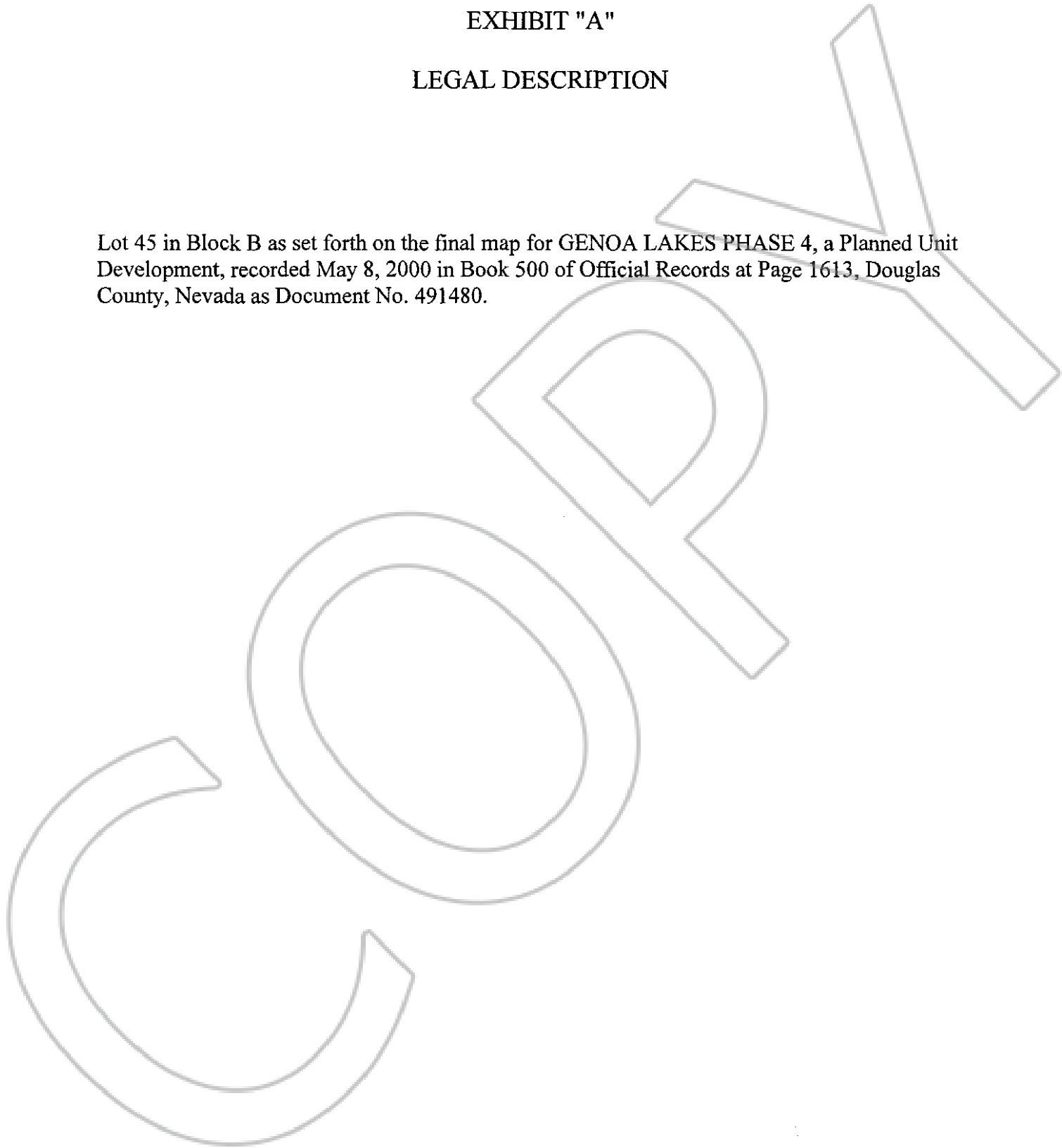
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EXHIBIT "A"

LEGAL DESCRIPTION

Lot 45 in Block B as set forth on the final map for GENOA LAKES PHASE 4, a Planned Unit Development, recorded May 8, 2000 in Book 500 of Official Records at Page 1613, Douglas County, Nevada as Document No. 491480.



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