REGUESTED BY

MARQUIS TITLE & ESCROW

DOUGLAS CO. MEVIDA

2004 JUN 14 PM 3: 07

WERNER CHRISTEN

DEPUTY

TIO-113-16-0661:MAA When Recorded Mail To: Wells Fargo Bank, N.A. P.O. Box 11070 MAC S4649-013 Reno, NV 89450

Attn: Community Development Dept. 24-7128

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, made this 10th day of June 2004, by Lenard A. Wright and Shirley J. Wright, owner of the land hereinafter described and hereinafter referred to as "Owner," and Wells Fargo Bank, N.A., (formerly Wells Fargo Bank Nevada, N.A.) present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as "Beneficiary",

WITNESSETH

THAT WHEREAS, Lenard A. Wright and Shirley J. Wright, did execute a deed of trust dated June 14, 2002, to American Securities Company of Nevada, as trustee covering:

Lot 17 in Block A, as shown on the map of CAHI #6, a Planned Unit Development, filed in the office of the County Recorder of Douglas County, State of Nevada, on November 24, 1999, in Book 1199, at Page 4453, as Document No. 481452, Official Records.

APN: 1220-21-511-017

to secure a note in the sum of Seven Thousand and 00/100 (\$7,000.00), in favor of Wells Fargo Bank Nevada, National Association, which deed of trust was recorded on July 1, 2002, in Book 0702, Page 00332, as Document No. 0546207, Official Records of said County, and

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of One Hundred Sixty Thousand and 00/100 (\$160,000.00) dated June 3, 2004, in favor of Greater Nevada Mortgage Co. recorded June 14, 2004, Book 0604, Page 7088, as Document No. , hereinafter referred to as "Lender," payable with interest and upon the terms らいしつりえ and conditions described therein, which deed of trust is to be recorded concurrently herewith; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust last above mentioned shall unconditionally be and remain at all times a lien or charge, upon the land hereinbefore described prior and superior to the lien or charge of the deed of trust first above mentioned; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the deed of trust first

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above mentioned and provided that Beneficiary will specifically and unconditionally subordinate the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of the Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the deed of trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

- 1. That said deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust first above mentioned.
- 2. That Lender would not make its loan above described without this Subordination Agreement.
- 3. That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the deed of trust first above mentioned to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the deeds of trust hereinbefore specifically described, any prior agreement as to such subordination including, but not limited to, those provisions, if any, contained in the deed of trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- a) He consents to and approves (i) all provisions of the note and deed of trust in favor of Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and Lender for the disbursement of the proceeds of Lender's loan;
- b) Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and may application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part;
- c) He intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of first above mentioned in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being made and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon waiver, relinquishment and subordination; and
- d) An endorsement has been placed upon the note secured by the deed of trust first above mentioned that said deed of trust has by this instrument been subordinated to the lien or charge of the deed of trust in favor of Lender above referred to.

0616093 BK0604PG07104 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.

IT IS RECOMMENDED THAT, PRIOR TO THE EXECUTION OF THIS SUBORDINATION AGREEMENT, THE PARTIES CONSULT WITH THEIR ATTORNEYS WITH RESPECT THERETO.

Wells Fargo Bank, N.A.

By:

Name: Nancy Hamilton

Its: Vice President/Community Development

STATE OF Nevada **COUNTY OF Washoe**

On this 10th day of June 2004, before me appeared Nancy Hamilton, to me personally known, who, being by me duly sworn, did say that she is the Vice President of Wells Fargo Bank, N.A. and that said instrument was signed and sealed on behalf of said association by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WEHREOF, I have hereunto set my hand and affixed my official seal in the county and state aforesaid on the day and year first above written.

Notary Public

PATRICIA ALEXANDER Notary Public - State of Nevada Appointment Recorded in Washoe County No: 92-0050-2 - Expires August 1, 2005