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CRS#
936130

Subordination Agreement

COOPER

Space above line for recording purposes.

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LN # 0045991882

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 9th day of August 2004, by and between **Wells Fargo Bank, N.A.** a national bank (herein called "Lien Holder"), and **Wells Fargo Bank, N.A., a national bank** (herein called the "Lender").

RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated **04/05/02**, executed by **LYNDON C. JACOBSON AND BARBARA A. JACOBSON, HUSBAND AND WIFE AS JOINT TENANTS** (the "Debtor") which was recorded in the county of **DOUGLAS**, State of **Nevada**, as **0542160** on **04/15/02** (the "Subordinated Instrument") covering real property located in **MINDEN** 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 \$150,756.00.

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



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: Melissa Walls

Title: Vice President, Loan Documentation




STATE OF South Carolina)
) SS.
COUNTY OF Lancaster)

The foregoing instrument was acknowledged before me this 9th day of August,
2004, by Melissa Walls, Vice President, loan documentation of Wells Fargo Bank, N.A.
(bank officer name)

WITNESS my hand and official seal.

My commission expires: 06/04/2014



Lora A. Hamilton
Notary Public



Legal Description

Exhibit "A"

Loan Number :

Borrower : LYNDON C JACOBSON And
BARBARA A JACOBSON

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA COUNTY OF DOUGLAS STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 38, BLOCK D, AS SHOWN ON THE FINAL MAP OF WILDHORSE UNIT 1, A PLANNED UNIT DEVELOPMENT, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA, ON AUGUST 3, 1989, IN BOOK 889, PAGE 450, AS DOCUMENT NO. 207982.

BEING THE SAME PARCEL CONVEYED TO LYNDON C. JACOBSON AND BARBARA A. JACOBSON FROM WILLIAM J. ZUBON AND GEORGENE B. CHASE BY VIRTUE OF A DEED DATED FEBRUARY 16, 2000 RECORDED MARCH 24, 2000 IN DEED BOOK 0300, PAGE 4320 DOCUMENT NO. 0488495 IN DOUGLAS COUNTY, NEVADA

APN

