

OFFICIAL RECORD

Requested By:

FIRST CENTENNIAL TITLE

Douglas County - NV  
Werner Christen - Recorder

Page: 1 Of 4 Fee: 17.00  
BK-0805 PG-11603 RPTT: 0.00



Wells Fargo Consumer Loan Center  
P.O. Box 31557  
Billings, MT 59107

145081-JN

65065039647871998

**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 17th day of August, 2005 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 Bank, N.A., a national bank (herein called the "Lender").

**RECITALS**

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated June 15, 2004, executed by Michael J. VanSchoyck aka Michael J. Van Schoyck, a single man (the "Debtor") which was recorded in the county of Douglas, State of Nevada, as Document No. 618073 on July 7, 2004 (the "Subordinated Instrument") covering real property located in 2528 Genoa Aspen Drive, Genoa, NV 89411 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 \$650,000.00.

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: Rebecca Finck  
Title: A.V.P.

9/27/01

  
0653213 Page: 2 Of 4 BK- 0805  
PG- 11604  
08/24/2005

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On this 17<sup>th</sup> day of August, 2005, before me Heidi Sen Lancaster, Notary Public,  
Personally appeared Rebecca Finck, A.V.P. of Wells Fargo Bank, N.A.

- 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 persons(s) acted, executed the instrument.

WITNESS my hand and official seal,

Heidi Sen Lancaster  
Signature of Notary Public

My commission expires: 1-30-06



**EXHIBIT "A"**  
**Legal Description**

**Lot 7, Block A, as set forth on the final map of GENOA LAKES, PHASE 1-B, filed in the Office of the County Recorder of Douglas County, Nevada on June 28, 1993, in Book 693, at page 6217, as Document No. 311009, Official Records.**

APN: 1319-03-611-004

Order Number: 00145081-JN

