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DOC # 0659472  
11/01/2005 11:17 AM Deputy: KLJ

**OFFICIAL RECORD**

Requested By:  
CUSTOM RECORDING SOLUTIONS

Douglas County - NV  
Werner Christen - Recorder

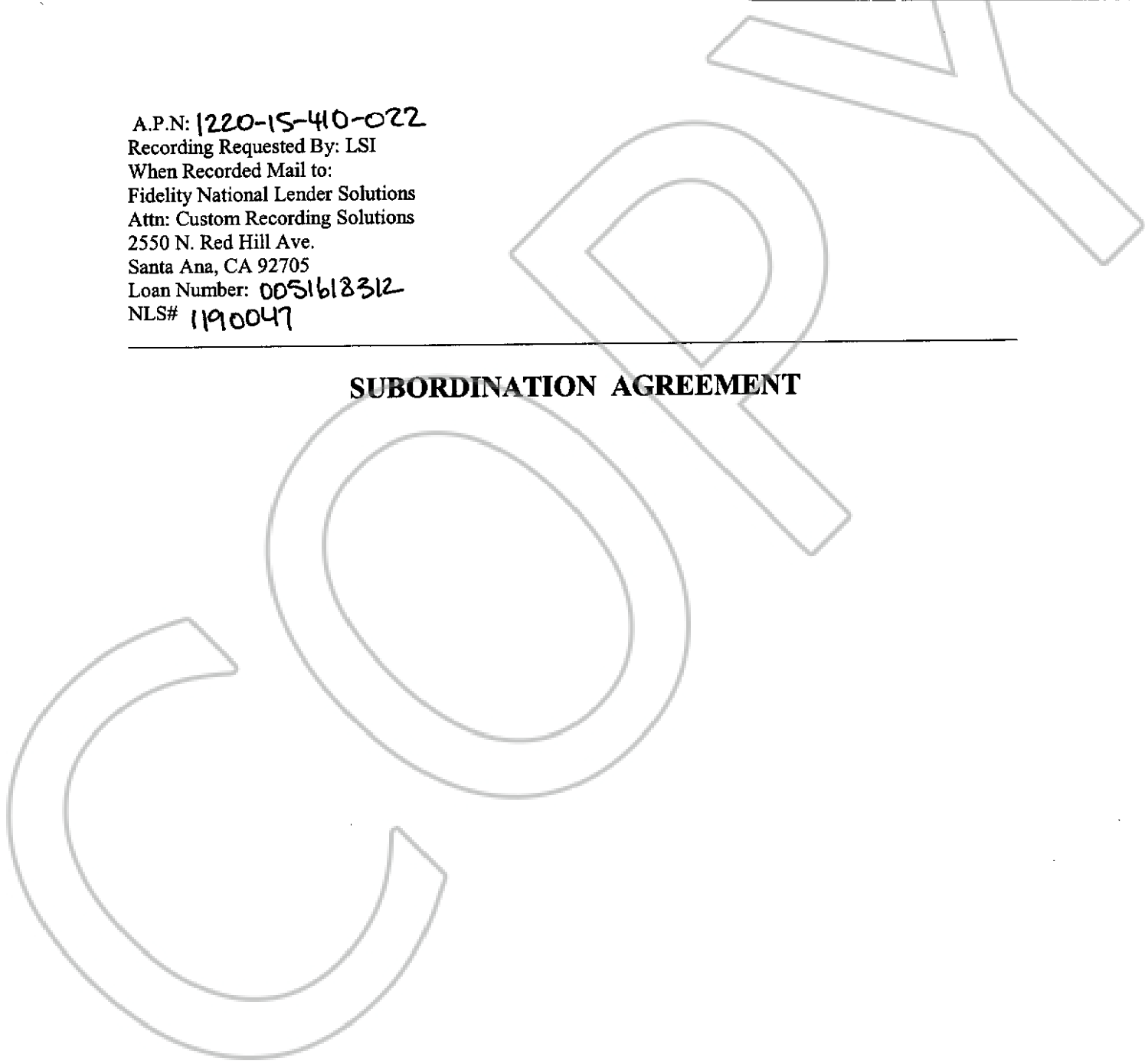
Page: 1 of 5 Fee: 18.00  
BK-1105 PG-00250 RPTT: 0.00



A.P.N: 1220-15-410-022  
Recording Requested By: LSI  
When Recorded Mail to:  
Fidelity National Lender Solutions  
Attn: Custom Recording Solutions  
2550 N. Red Hill Ave.  
Santa Ana, CA 92705  
Loan Number: 0051618312  
NLS# 1190047

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**SUBORDINATION AGREEMENT**



Space above line for recording purposes.

65065053983551998

### 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 13<sup>th</sup> day of September 2005, 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 **09/20/04**, executed by **BILLY J. TUCKER AND LISA L. TUCKER, HUSBAND AND WIFE, AS JOINT TENANTS** (the "Debtor") which was recorded in the county of **DOUGLAS**, State of **NEVADA**, as **0627106, Book 1004, Page 7888** on **10/20/04** (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"). **\$ 50,000**

**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 \$161177.

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 Williams

Title: Vice President of Loan Documentation

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

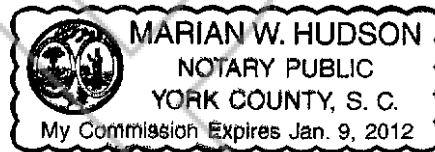
The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of September, 2005,  
by Melissa Williams, Vice President of Loan Documentation of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: January 9, 2012



Marian W. Hudson  
Notary Public



Order ID1650136

Loan Number : 708-0051618312

**EXHIBIT A  
LEGAL DESCRIPTION**

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

LOT 12, BLOCK N, AS SHOWN ON THE MAP OF GARDNERVILLE RANCHOS UNIT NO. 4, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON APRIL 10, 1967, AS DOCUMENT NO. 35914.

ASSESSORS PARCEL NO. 1220-15-410-022

BEING THE SAME PARCEL CONVEYED TO BILLY J. TUCKER AND LISA L. TUCKER FROM RAYBON CORPORATION, A NEVADA CORPORATION BY VIRTUE OF A DEED DATED NOVEMBER 19, 2001 RECORDED DECEMBER 04, 2001 IN DEED 1201, 0717 DOCUMENT NO. 0529214 IN DOUGLAS COUNTY, NEVADA

APN: 1220-15-410-022