

Assessor's Parcel Number:  
1220-21-610-144  
Return To: Wells Fargo Consumer Loan Service Center  
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7412 Jefferson NE  
Albuquerque, NM 87109

Douglas County - NV  
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Page: 1 Of 4 Fee: 17.00  
BK-1205 PG- 5858 RPTT: 0.00



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 1<sup>st</sup> day of December, 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 September 28, 2004 executed by Zachary A. Davis and Francesca E. Georgiou (the "Debtors") which was recorded in the county of Douglas, State of Nevada, in Book 904, Page 12988, as Instrument No. 625506 on September 30, 2004 (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").

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 \$178,000.00.

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

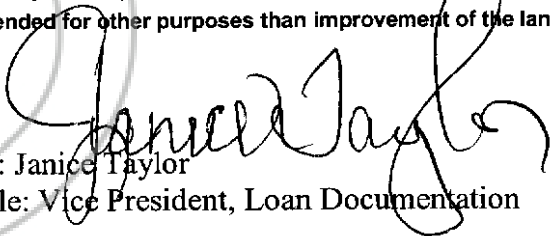
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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: Janice Taylor  
Title: Vice President, Loan Documentation

STATE OF Oregon)

COUNTY OF Clackamas)

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of December, 2005, by Janice Taylor, vice president, loan documentation of Wells Fargo Bank, N.A.  
(bank officer name)

WITNESS my hand and official seal.

My commission expires: 2/20/07

Jennifer Macfarlane  
Notary Public

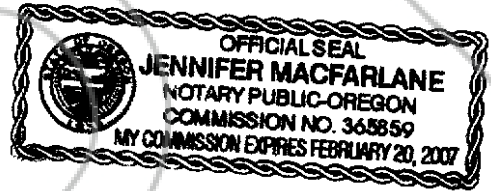


EXHIBIT "A"

The land referred to in this Commitment is situated in the City of Gardnerville, County of Douglas, State of Nevada and is described as follows:

LOT 490, AS SHOWN ON THE OFFICIAL MAP OF GARDNERVILLE RANCHOS UNIT NO. 6,  
FILED FOR RECORD ON MAY 29, 1973, IN THE OFFICE OF THE COUNTY RECORDER OF  
DOUGLAS COUNTY, NEVADA AS DOCUMENT NO. 66512.

