

Douglas County - NV
Werner Christen - Recorder
Page: 1 Of 4 Fee: 17.00
BK-0106 PG- 9657 RPTT: 0.00



Space above line for recording purposes.

65065021121750001

APN: 21-061-18

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 11th day of January 2006, 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 01/24/04, executed by **CLAYTON E. PRATT AND KAREN L. PRATT, HUSBAND AND WIFE, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP** (the "Debtor") which was recorded in the county of **DOUGLAS**, State of **NEVADA**, as **0604381, Book 0204, Page 04615** on **02/12/04** (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)

Dated: 12/31/05

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 \$59071.

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

✓ Recording requested by: LSI
When recorded return to:
Custom Recording Solutions
2550 N. Redhill Ave.
Santa Ana, CA. 92705
800-756-3524 ext. 5011

1989721

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



Order ID1762499

Loan Number : 708-0061943635

**EXHIBIT A
LEGAL DESCRIPTION**

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

LOT 27, AS SHOWN ON THE MAP OF SARATOGA HEIGHTS UNIT NO. 2, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 5, 1966, AS DOCUMENT NO. 34826.

BEING THE SAME PARCEL CONVEYED TO CLAYTON E. PRATT AND KAREN L. PRATT FROM DIAMOND T CONSTRUCTION, A NEVADA CORPORATION BY VIRTUE OF A DEED DATED OCTOBER 15, 1992 RECORDED OCTOBER 16, 1992 IN DEED BOOK 1092, PAGE 2969 DOCUMENT NO. 291007 IN DOUGLAS COUNTY, NEVADA

APN: 21-061-18

