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OFFICIAL RECORD
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CUSTOM RECORDING SOLUTIONS

Douglas County – NV Werner Christen – Recorder

Page: 1 Of 5 Fee: BK-0206 PG-1306 RPTT:

0.00

# **Subordination Agreement**

Recording requested by: LSI
When recorded return to:

✓ Custom Recording Solutions
2550 N Red Hill Ave.
Santa Ana, CA 92705

CRS#: 1185595

APN: 23-234-05

800-756-3524 ext. 5011

Space above line for recording purposes.

#### 45145102673920001

#### 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 01/15/99, executed by MICHAEL C. RITTER AND DEBORAH A. RITTER, HUSBAND AND WIFE AS JOINT TENANTS (the "Debtor") which was recorded in the county of DOUGLAS, State of NEVADA, as 0460109, Book 0299, Page 0368 on 02/02/99 (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)

DATED: 2-28-05

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 \$91627.

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

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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

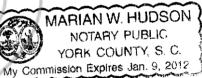
STATE OF South Carolina)
) SS.
COUNTY OF York)

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



PG- 1309 02/03/2006 Order ID1644348

Loan Number: 708-0051025062

## **EXHIBIT A** LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE UNINCORPORATED AREA COUNTY OF DOUGLAS STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS: LOT 10, IN BLOCK C, OF PHASE 2, AS SET FORTH ON THE PLAT OF PINENUT MANOR NO. 1 AND 2, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON JUNE 16, 1980, IN BOOK 680, PAGE 1361, AS DOCUMENT NO. 45348. A.P.N. 23-234-05

1220-127-100-22

BEING THE SAME PARCEL CONVEYED TO MICHAEL C. RITTER AND DEBORAH A. RITTER FROM WILLIAM F. MC COY AND MARIA J. MC COY BY VIRTUE OF A DEED DATED JULY 22, 1998 RECORDED AUGUST 17, 1998 IN DEED BOOK 0898, PAGE 3438 DOCUMENT NO. 0447234 IN DOUGLAS COUNTY, **NEVADA** 

APN:



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