

WELLS FARGO CONSUMER LOAN CENTER  
P.O. BOX 31557  
BILLINGS, MT. 59107

DOC # 0667584  
02/09/2006 10:18 AM Deputy: BC  
**OFFICIAL RECORD**  
Requested By:  
LENDERS FIRST CHOICE

✓ **Return to:**  
**Lenders First Choice**  
3850 Royal Ave  
Simi Valley, CA 93063

**Prepared for:**  
Wells Fargo Bank, N.A.  
1545 Spruce St. Riverside  
CA. 92507

**APN#:** 1318-24-410-000

**Deal #** 37-5001845

Space above line for recording purposes.

Douglas County - NV  
Werner Christen - Recorder  
Page: 1 of 4 Fee: 17.00  
BK-0206 PG- 3030 RPTT: 0.00



65169389301998

**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 10th day of **JANUARY, 2006**, by and between **Wells Fargo Bank N.A., 420 MONTGOMERY STREET, SAN FRANCISCO, CA.** 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 **JULY 28, 2004** executed by **THOMAS F. HOWELL AND IRENE HOWELL HUSBAND AND WIFE, AS JOINT TENANTS** (the "Debtor") which was recorded in the county of **DOUGLAS** State of **NEVADA**, as **0804-12348** on **30<sup>TH</sup> OF AUGUST, 2004** (the "Subordinated Instrument") covering real property located in **STATELINE**, 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 \$130,000.00

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

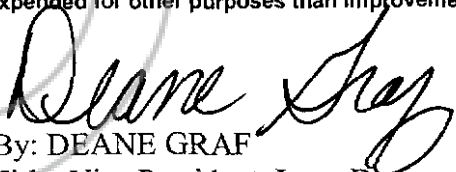
ACCORDINGLY, in consideration of the property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lien Holder hereby agrees with Lender as follows:

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 CALIFORNIA. 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.  
(HOME EQUITY CHARTER BANK)

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: DEANE GRAF  
Title: Vice President, Loan Documentation

STATE OF CALIFORNIA)  
 ) SS.  
COUNTY OF RIVERSIDE)

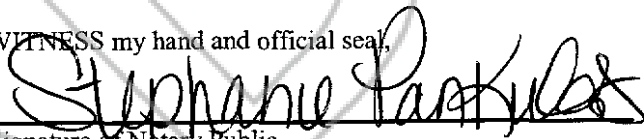
On this day of JANUARY 10, 2006, before me, STEPHANIE PANKULICS, personally appeared DEANE GRAF, vice president, loan documentation of Wells Fargo Bank N.A.

- 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 person(s) acted, executed the instrument.

WITNESS my hand and official seal,

  
Signature of Notary Public

My commission expires: January 27, 2009

EXHIBIT "A"

THAT CERTAIN REAL PROPERTY SITUATE IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, DESCRIBED AS FOLLOWS: LOT 6, AS SHOWN ON THE AMENDED MAP OF KINGSBURY PINES, FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON MAY 2, 1979, AS DOCUMENT NO. 32082. TOGETHER WITH AN EASEMENT OVER LOT A (COMMON AREA) AS SET FORTH IN SECTIONS 1 AND 2 OF ARTICLE II OF THE COVENANTS, CONDITIONS, AND RESTRICTIONS RECORDED OCTOBER 4, 1978, IN BOOK 1078 OF OFFICIAL RECORDS, AS PAGE 1652, BOTH OF DOUGLAS COUNTY, NEVADA.

FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS 1318-24-410-006; SOURCE OF TITLE IS BOOK 1201, PAGE 10091 (RECORDED 12/28/01)