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Drafted by: Wells Fargo Home Mortgage, Inc. 2701 Wells Fargo Way Minneapolis, Minnesota 55467

Requested by and Return to: Recording Department First American Lenders Advantage 1801 Lakepointe Drive, Suite 111 Lewisville, TX 75057 (469) 322-2500 DOC # 0675075 05/17/2006 11:48 AM Deputy: G OFFICIAL RECORD Requested By: FIRST AMERICAN LENDERS

> Douglas County - NV Werner Christen - Recorder

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17.00 0.00

BK-0506 PG- 6356 RPTT:



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 03/28/2006, by and between Wells Fargo Bank, N.A. a national bank with its headquarters located at 420 MONTGOMERY ST, SAN FRANCISCO, CA (herein called "Lien Holder"), and Wells Fargo Bank, N.A., with its main office located in the State of Iowa (herein called the "Lender").

## RECITALS

Lien Holder is the beneficiary/mortgagee under a deed of trust/mortgage, dated 10/04/2002, executed by ROBERT D. LEONARD, A MARRIED PERSON AND DELORES O. LEONARD, A MARRIED PERSON (the "Debtor") which was recorded in the county of DOUGLAS, State of NV, as BOOK 1002, PAGE 4165 on 10/10/2002 (the "Subordinated Instrument") covering real property located in GARDENERVILLE in the above-named county of DOUGLAS, State of NV, 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 not to exceed the amount of \$252820.00.

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 NV. 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: Peter M. Buol

Title: Assistant Vice President

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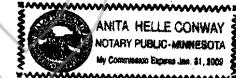
BK- 0506 PG- 6357 05/17/2006 STATE OF Minnesota ) SS.
COUNTY OF Hennepin )

The foregoing instrument was acknowledged before me this 03/28/2006, by Peter M. Buol Assistant Vice President of Wells Fargo Bank, N.A.

WITNESS my hand and official seal.

My commission expires: January 31, 2009

Notary Public anta Comay



Form No. 3301 (6/00) Short Form Commitment, EAGLE SUPER EAGLE ORDER NO: 4002710 FILE NO: 28101243 LENDER REF: 0151585114

## Exhibit "A"

The land referred to in this policy is situated in the STATE OF NEVADA, COUNTY OF DOUGLAS, CITY OF GARDNERVILLE, and described as follows:

LOT 12, AS SHOWN ON THE OFFICIAL MAP OF SPRING BALLEY RANCHOS SUBDIVISION UNIT NO. 1 FILED IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, NEVADA, ON DECEMBER 6, 1967, DOCUMENT NO. 39423, AND AS SHOWN ON AMENDED MAP FILED OCTOBER 8, 1968, DOCUMENT NO. 42547.



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