A.P.N. 1319-18-412-012

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

Wells Fargo Consumer Loan Center P.O. Box 31557 Billings, MT 59107

DOC 05/22/2006 04:27 PM Deputy: OFFICIAL RECORD Requested By: FIRST AMERICAN TITLE COMPANY

> Douglas County - NV Werner Christen -Recorder

Fee: Page: 0£ 4



17.00

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 18th Day of May 2006, by and between Wells Fargo Bank, N.A., a national bank with its headquarters located at 420 Montgomery Street, 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 April 12, 2004 executed by Keith Averill and Methinee Pratoomsuvarn, husband and wife as joint tenants (the "Debtor") which was recorded in the county of Douglas, State of Nevada on May 7th, 2004, as Book 0504, Page 02826, as Instrument No. 612546 (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 of \$324,400.00

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:

- 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: Peter M. Buol

Title: Assistant Vice President

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STATE OF Minnesota)
) SS.
COUNTY OF Hennepin)

The foregoing instrument was acknowledged before me 18th day of May 2006 by Peter M. Buol Assistant Vice President of Wells Fargo Bank

WITNESS my hand and official seal.

My commission expires:

1/31/2010

Notary Public

LAURIE K KYNELL

NOTARY PUBLIC – MINNESOTA
MY COMMISSION EXPIRES 1-31-2010

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EXHIBIT 'A'

LOT 10, AS SHOWN ON THE MAP OF KINGSBURY VILLAGE UNIT NO. 1, FILED FOR RECORD IN THE OFFICE OF THE COUNTY RECORDER OF DOUGLAS COUNTY, STATE OF NEVADA ON DECEMBER 27, 1961, IN BOOK 9, PAGE 792, AS DOCUMENT NUMBER 19281.AND AS SHOWN ON THE AMENDED MAP THEREOF, FILED ON JULY 10, 1963, IN **BOOK 18, PAGE 352, AS DOCUMENT NO. 22952.**



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