

DOC # 748298
08/04/2009 02:53PM Deputy: GB
OFFICIAL RECORD
Requested By:
WESTERN TITLE INC RIDGE
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-809 PG-632 RPTT: 0.00



APN#: 1320-11-001-026


Recording Requested By:
Western Title Company, Inc.
Escrow No.: 026344-LMS

When Recorded Mail To:
Wells Fargo Bank NA
Attn: Doc Management MAC
B6955-011
P.O. Box 31557
Billings, MT 59107-1557

Mail Tax Statements to: (deeds only)

(space above for Recorder's use only)

I the undersigned hereby affirm that the attached document, including any exhibits, hereby submitted for recording does not contain the social security number of any person or persons.
(Per NRS 239B.030)

Signature 

Lynn Moore Escrow Officer

Subordination Agreement

This page added to provide additional information required by NRS 111.312
(additional recording fee applies)



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 Subordination Agreement, made this July 23, 2009 by Wells Fargo Bank, N. A., who is the present owner and holder of the Deed of Trust first hereinafter described below as well as the promissory note secured by the same, (hereinafter referred to as the "Lender"), on one hand and Wells Fargo Bank, N. A., (hereinafter referred to as "New Lender"), on the other hand

WITNESSETH

THAT WHEREAS, Samuel J Shennan, Unmarried Man (hereinafter referred to as "Owner") did execute a Deed of Trust, dated August 31, 2007 to American Securities Company Of Nevada, as Trustee, covering that certain real property described as follows:

THE LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF
APN: 1320-11-001-026

To secure a note in the sum of \$110,000.00, dated August 31, 2007, in favor of Wells Fargo Bank, N. A., which Deed of Trust was recorded September 28, 2007, as DOC NO 0710208, Official Records of Douglas County.

WHEREAS, Owner has executed, or is about to execute, a Deed of Trust or Mortgage (hereinafter referred to as "New Lender's Security Instrument") and note not to exceed the sum of \$199,000.00, dated July 30, 2009, in favor of Wells Fargo Bank, N. A., its successors and/or assigns, payable with interest and upon the terms and conditions described therein, which New Lender's Security Instrument is to be recorded concurrently herewith; and

WHEREAS, It is a condition precedent to obtaining said loan that said New Lender's Security Instrument last above mentioned shall unconditionally be and remain at all times a lien or charge upon the land hereinbefore described, prior and superior to the lien or charge of the Deed of Trust first mentioned. Owner has requested Lender to subordinate their lien to the lien about to be taken by the New Lender; and

WHEREAS, New Lender is willing to make said loan provided the New Lender's Security Instrument securing the same is a lien or charge upon the above described property prior and superior to the lien or charge of the Deed of Trust first above mentioned and provided that Lender will specifically and unconditionally subordinate the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender; and



WHEREAS, It is to the mutual benefit of the parties hereto that New Lender make such loan to Owner; Lender is willing that the New Lender's Security Instrument securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of the Deed of Trust first above mentioned.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce New Lender to make the loan above referred to, it is hereby declared, understood and agreed to as follows:

- (1) That said New Lender's Security Instrument securing said note in favor of New Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the Deed of Trust first above mentioned.
- (2) That New Lender would not make its loan above described without this subordination agreement.
- (3) That this agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Deed of Trust first above mentioned to the lien or charge of the New Lender's Security Instrument in favor of the New Lender above referred to and shall supersede and cancel, but only insofar as would affect the priority between the lien instruments hereinbefore specifically described, any prior agreements as to such subordination including, but not limited to, those provisions, if any, contained in the Deed of Trust first above mentioned, which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Lender declares, agrees and acknowledges that:


- (a) It consents to and approves (i) all provisions of the note and New Lender's Security Instrument in favor of New Lender above referred to, and (ii) all agreements, including but not limited to any loan or escrow agreements, between Owner and New Lender for the disbursement of the proceeds of New Lender's loan
- (b) New Lender in making disbursements pursuant to any such agreement is under no obligation or duty to, nor has New Lender represented that it will, see to the application of such proceeds by the person or persons to whom New Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or in part.
- (c) They intentionally waive, relinquish and subordinate the lien or charge of the Deed of Trust first above mentioned in favor of the lien or charge upon said land of the New Lender's Security Instrument in favor of New Lender above referred to and understand that in reliance upon, and in consideration of, this waiver, relinquishment and subordination specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination; and
- (d) An endorsement has been placed upon the note secured by the Deed of Trust first above mentioned that said Deed of Trust has by this instrument been subordinated to the lien or charge of the New Lender's Security Instrument in favor of New Lender above referred to

IN WITNESS WHEREOF, the undersigned has hereunto set his/her/their hand(s); if the undersigned is a corporation, it has caused its corporate name to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors, on this, the day and year first above written.



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 LAND.

Wells Fargo Bank, N. A.

BY: 
Barbara Edwards, Work Director

STATE OF: OREGON) SS
COUNTY OF: WASHINGTON)

On July 23, 2009 before me the undersigned, a Notary Public in and for said state personally appeared, Barbara Edwards, Work Director, personally known to me (or 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 acknowledge 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.

NOTARY STAMP OR SEAL


Notary Public in and for said County and State



This instrument was prepared by:
Barbara Edwards
18700 NW Walker Rd #92
Beaverton, OR 97006

Return to: Wells Fargo Bank, N.A.
Attn: Doc. Management MAC B6955-011
PO Box 31557
Billings, MT 59107-1557



EXHIBIT "A"

All that certain real property situate in the County of Douglas, State of Nevada, described as follows:

PARCEL 1:

Parcel 4-B as shown on the Parcel Map for CECIL R. and ARLENE REED, filed in the office of the Douglas County Recorder on November 24, 1981, File No. 62734.

PARCEL 2:

A parcel of land lying East of the East boundary of Parcel 4B as shown on the Parcel Map for Cecil R. and Arlene Reed filed for record in Book 1181 at Page 1994 as Document No. 62734, Official Records of Douglas County, Nevada, and West of the East line of the West 1/2 of the Northeast 1/4 of Section 11; Township 13 North, Range 20 East, M.D.B.&M.; and more particularly described as follows:

COMMENCING at the Northeast corner of said Section 11 as shown on the Record of Survey for Arlene Reed filed for record in Book 1189 at Page 2585 as Document No. 215092, Official Records of Douglas County, Nevada; thence along the North line of said Section 11, North 89°20'26" West a distance of 1317.44 feet to the Northeast corner of the West 1/2 of the Northeast 1/4 of said Section 11; thence along the East line of said West 1/2 of the Northeast 1/4, South 00°14'57" East a distance of 683.43 feet to the true point of beginning; thence continuing along said East line, South 00°14'57" East a distance of 145.02 feet to the Northeast corner of that parcel of land described in Deed from George Henry Kincaid to Arlene J. Reed filed for record in Book 1289 at Page 422 as Document No. 216001, Official Records of Douglas County Nevada; thence along the North line of said parcel, North 89°18'29" West a distance of 17.49 feet to the East line of aforesaid Parcel 4B; thence along said East line, North 00°56'53" East a distance of 145.05 feet (North 00°16'37" East per map Document No. 62734) to the Northeast corner of said Parcel 4B; thence leaving said East line South 89°06'51" East a distance of 14.46 feet to the true point of beginning.

NOTE: The above metes and bounds description appeared previously in that certain Grant, Bargain and Sale Deed recorded in the office of the County Recorder of Douglas County, Nevada on December 31, 2002, as Document No. 562497 of Official Records.

Assessor's Parcel Number(s):
1320-11-001-026