

APN#: 1318-10-314-018

DOC # 749335  
08/21/2009 12:59PM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
WESTERN TITLE INC RIDGE  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 13 Fee: 26.00  
BK-809 PG-5032 RPTT: 0.00

**Recording Requested By:**  
Western Title Company, Inc.  
**Escrow No.:** 026282-LMS

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

**Mail Tax Statements to: (deeds only)**  
Vincent Mottola  
P.O. Box 11347  
Zephyr Cove, NV 89448



(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 \_\_\_\_\_

*Anu Wright*      *[Signature]*  
Anu Wright      Escrow Officer

**Subordination Agreement**

**This Document is being Re-Recorded to fix Legal Description**

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



DOC # 748151  
07/31/2009 02:48PM Deputy: DW  
**OFFICIAL RECORD**  
Requested By:  
WESTERN TITLE INC RIDGE  
Douglas County - NV  
Karen Ellison - Recorder  
Page: 1 of 10 Fee: 23.00  
BK-709 PG-7036 RPTT: 0.00

APN#: 007-382-19

**Recording Requested By:**  
Western Title Company, Inc.

**Escrow No.:** 026955-LMS

**When Recorded Mail To:**

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

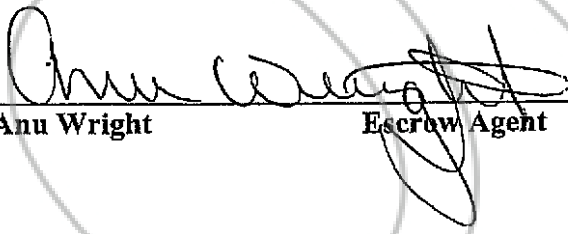
**Mail Tax Statements to: (deeds only)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(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 \_\_\_\_\_

  
Anu Wright Escrow Agent

**Subordination Agreement**

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



APN#: 007-382-19

**Recording Requested By:**

Western Title Company, Inc.

**Escrow No.:** 026955-LMS

**When Recorded Mail To:**

Wells Fargo Bank, N.A.

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** \_\_\_\_\_

*Anu Wright*  
\_\_\_\_\_

Anu Wright

Escrow Agent

\_\_\_\_\_  
**Subordination Agreement**

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



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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 Subordination Agreement, made this July 8, 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, Vincent W Mottola, Jr. And Kelley Mottola, Husband And Wife As Joint Tenants (hereinafter referred to as "Owner") did execute a Deed of Trust, dated May 23, 2008 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: 1318-10-314-018

To secure a note in the sum of \$223,000.00, dated May 23, 2008, in favor of Wells Fargo Bank, N. A., which Deed of Trust was recorded June 5, 2008, as 20080605-0004286, Official Records of ~~Douglas~~ Clark County, a copy of which is attached hereto as Exhibit B.

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 \$414,753.86, dated July 24, 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: *Beal*  
Barbara Edwards, Work Director

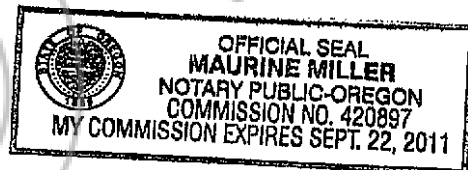
STATE OF: OREGON ) SS  
COUNTY OF: WASHINGTON )

On July 8, 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.  
*Maurine Miller*  
Notary Public in and for said County and State

NOTARY STAMP OR SEAL

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**

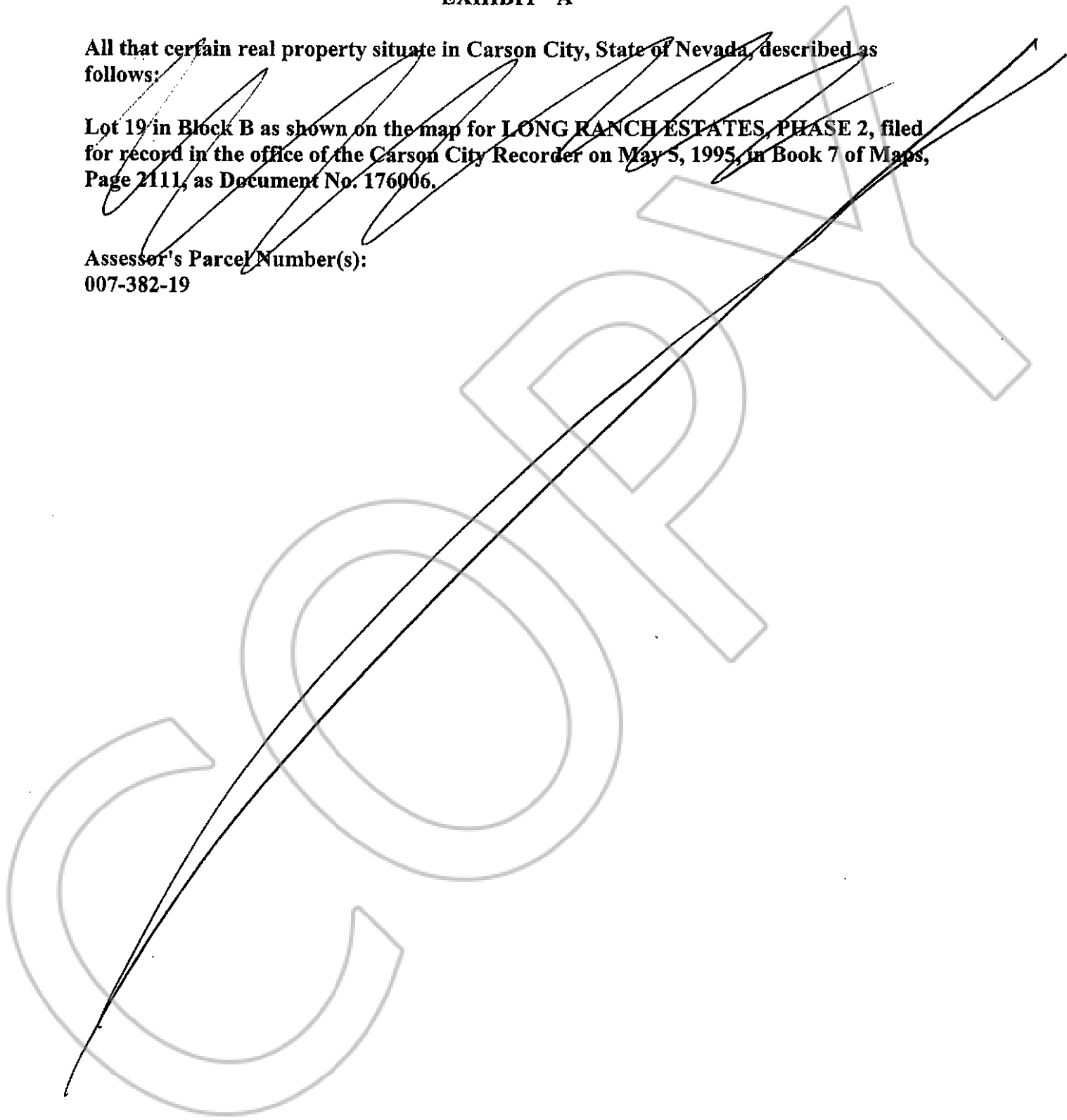


**EXHIBIT "A"**

**All that certain real property situate in Carson City, State of Nevada, described as follows:**

**Lot 19 in Block B as shown on the map for LONG RANCH ESTATES, PHASE 2, filed for record in the office of the Carson City Recorder on May 5, 1995, in Book 7 of Maps, Page 2111, as Document No. 176006.**

**Assessor's Parcel Number(s):  
007-382-19**





**EXHIBIT "A"**

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

**Lot 111 as shown on the official map of ZEPHYR KNOLLS SUBDIVISION UNIT NO.  
4, filed in the office of the County Recorder of Douglas County, Nevada, on October 14,  
1957, as Document No. 12699.**

**Assessor's Parcel Number(s):  
1318-10-314-018**

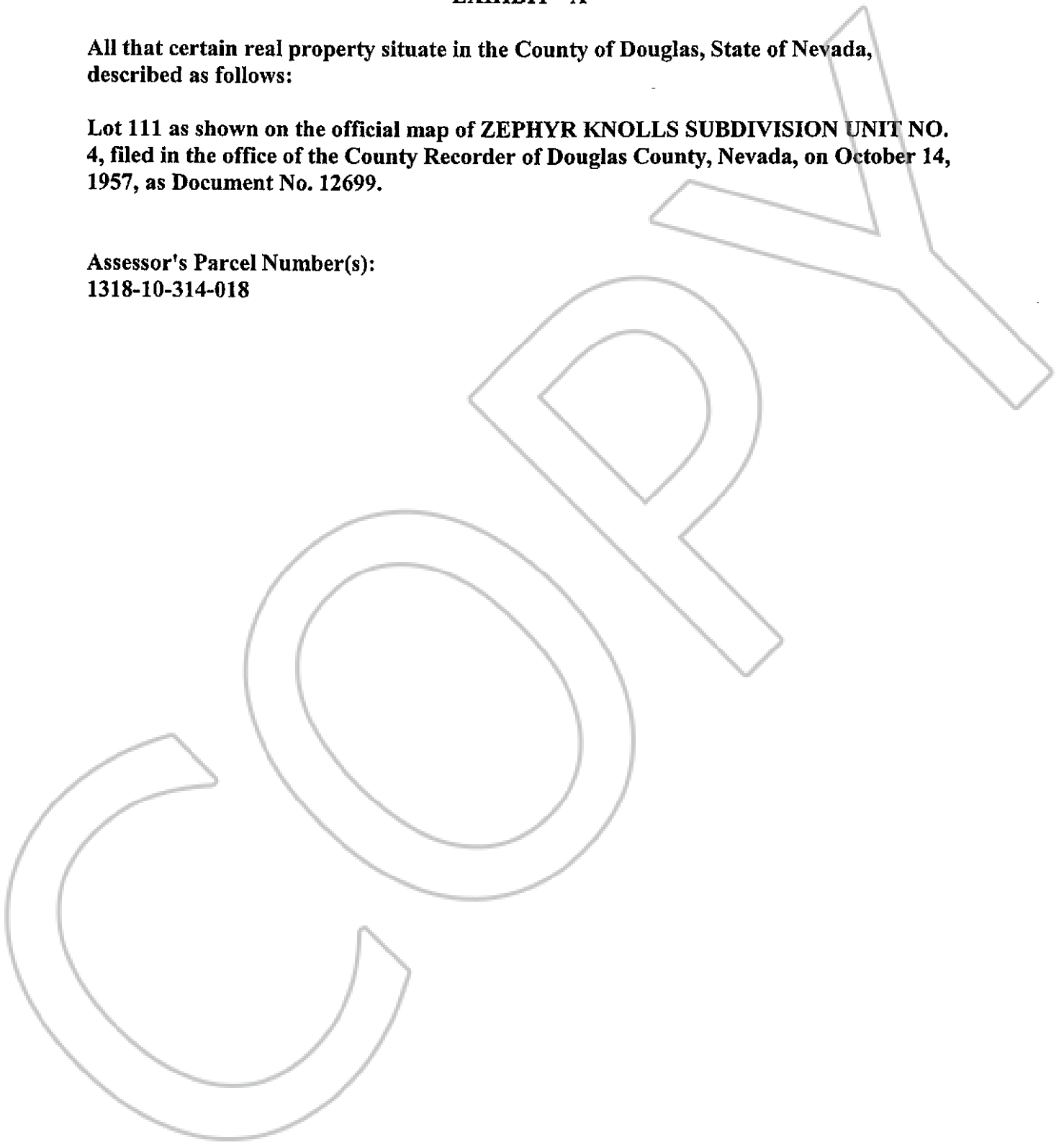






EXHIBIT B

APN: 1318-10-314-018

20080605-0004286

Fee: \$18.00 RPTT: \$0.00  
N/C Fee: \$25.00  
06/05/2008 15:00:00  
T20080108242

Requestor:  
LSI PITTSBURGH  
Debbie Conway SUO  
Clark County Recorder Pgs: 5



.SI - FNIS  
Recording Department  
700 Cherrington Parkway  
Coraopolis, PA 15108

4476988

This instrument was prepared by:  
Wells Fargo Bank, N.A.  
COERY ANDERSON, DOCUMENT PREPARATION  
1 HOME CAMPUS, X2303-04U  
DES MOINES, IOWA 50328  
866-285-5350

[Space Above This Line For Recording Data]

Reference number: 20081011244450

Account number: 650-650-8457798-1XXX

SHORT FORM OPEN-END DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

(A) "Security Instrument" means this document, which is dated MAY 23, 2008, together with all Riders to this document.

(B) "Borrower" is VINCENT W MOTTOLA, JR AND KELLEY MOTTOLA, HUSBAND AND WIFE AS JOINT TENANTS. Borrower is the trustor under this Security Instrument.

(C) "Lender" is Wells Fargo Bank, N.A.. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.

(D) "Trustee" is American Securities Company of Nevada, 18700 NW Walker Road, Bldg 92, Beaverton, OR 97006.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated MAY 23, 2008. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of TWO HUNDRED TWENTY-THREE THOUSAND AND 00/100THS Dollars (U.S. \$223,000.00) plus interest. Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after June 23, 2048.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means all amounts owed now or hereafter under the Debt Instrument, including without limitation principal, interest, any prepayment charges, late charges and other fees and charges due under the Debt Instrument.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 3 pages)

HCWF#4812-7270-3489v2 (04/03/08)





and also all sums due under this Security Instrument, plus interest.

(B) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- N/A Leasehold Rider
- N/A Third Party Rider
- N/A Other(s) [specify] \_\_\_\_\_ N/A

(I) "Master Form Deed of Trust" means the Master Form Open-End Deed of Trust dated August 14, 2007, and recorded on September 07, 2007, as Instrument No. 0708893 in Book/Volume 0907 at Page 1382 - 1392 of the Official Records in the Office of the Recorder of Douglas County/City, State of Nevada.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

\_\_\_\_\_ County of Douglas :  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

**SEE ATTACHED EXHIBIT**

which currently has the address of \_\_\_\_\_ 665 INSPIRATION DRIV  
[Street]  
ZEPHYR COVE, Nevada 89448-0000 ("Property Address"):  
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**MASTER FORM DEED OF TRUST**

By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument, which is intended to be recorded in the Official Records of the Office of the Recorder of Douglas County/City, Nevada. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT (page 2 of 3 pages)





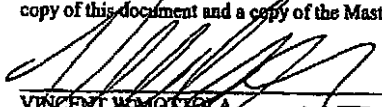
HOME ASSET MANAGEMENT<sup>SM</sup> ACCOUNT

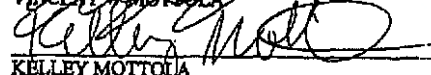
The loan agreement referenced in the above definition of "Debt Instrument" includes any amendments to the Debt Instrument, including the Home Asset Management<sup>SM</sup> Account Addendum dated the same date as the Debt Instrument.

In accordance with the terms of the Debt Instrument, Lender may in its sole discretion periodically offer to increase Borrower's credit limit under the Debt Instrument, subject to the satisfaction of certain conditions. These conditions include, among other things, Borrower's maintenance of a first mortgage loan on the Property with Wells Fargo Bank, N.A. Any such increase in Borrower's credit limit shall increase the maximum principal sum secured by this Security Instrument. Borrower agrees that any future advances made under any credit limit increases shall have the same lien priority as if the future advances were made as of the date of this Security Instrument.

Despite any language to the contrary in this Security Instrument, Borrower covenants that the Property is unencumbered, except for a first lien purchase money or refinance of purchase money encumbrance given to Wells Fargo Bank, N.A.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

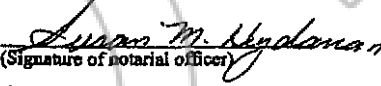
  
 \_\_\_\_\_ (Seal)  
 VINCENT M. MOTTOJA -Borrower

  
 \_\_\_\_\_ (Seal)  
 KELLEY MOTTOJA -Borrower

For An Individual Acting In His/Her Own Right:  
State of Nevada CALIFORNIA  
County of EL DORADO

This instrument was acknowledged before me on MAY 23, 2008 (date)  
by Vincent M. Mottola and Kelley Mottola  
\_\_\_\_\_ (name(s) of person(s)).

(Seal, if any)  SUSAN M. HEYDARIAN  
 COMM. #1657694  
 Notary Public - California  
 El Dorado County  
 My Comm. Expires Apr. 11, 2010

  
 \_\_\_\_\_ (Signature of notarial officer)  
 Notary Public  
 \_\_\_\_\_ (Title and rank (optional))

NEVADA - SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 3 of 3 pages)

HCWF#4812-7270-3489v2 (04/03/08)



Documents Processed 05-21-2008, 12:07:43



**EXHIBIT A**

Reference: 20081011244450

Account: 650-650-8457798-1998

**Legal Description:**

**SEE ATTACHED LEGAL DESCRIPTION**

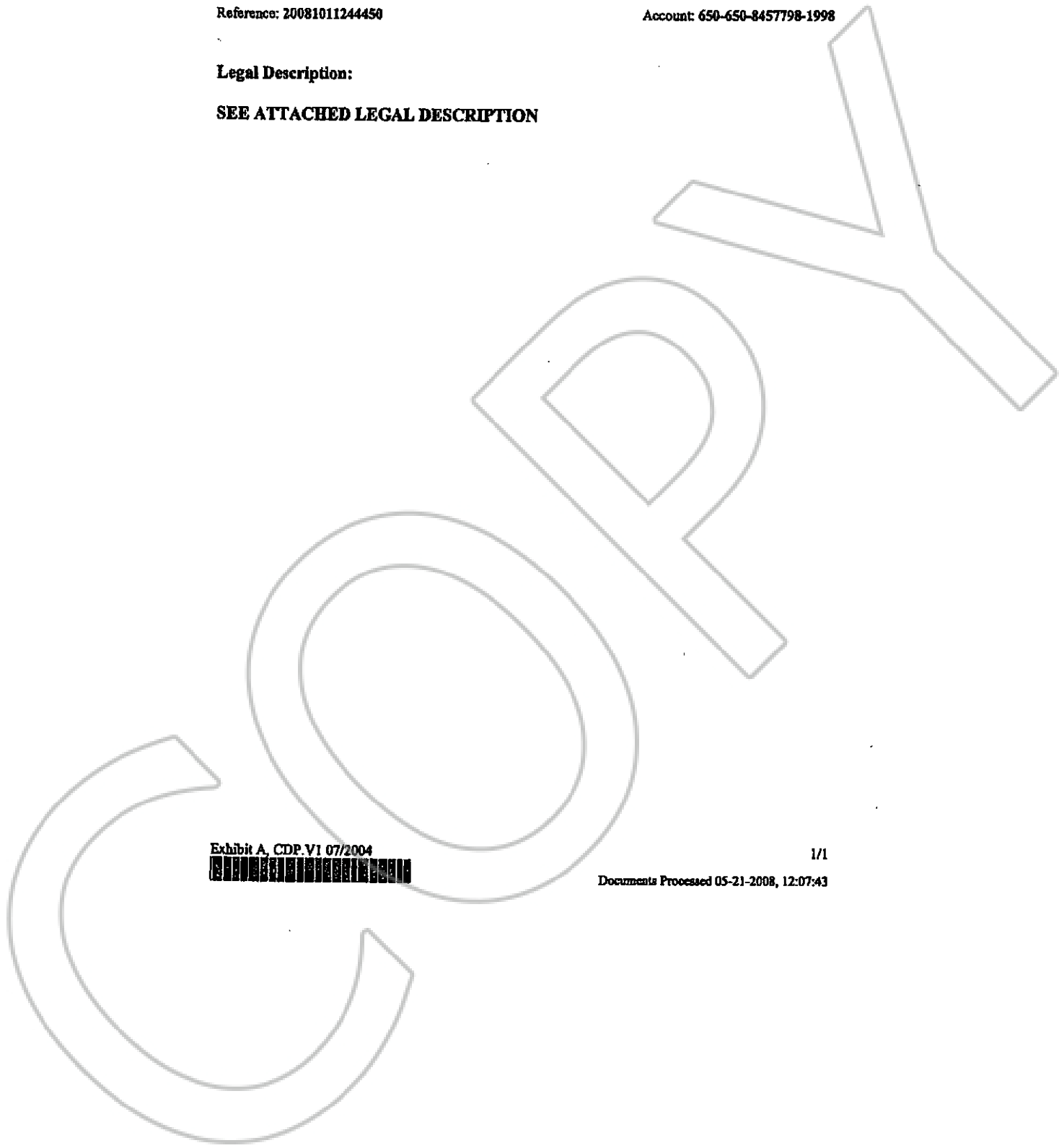


Exhibit A, CDP.VI 07/2004



1/1

Documents Processed 05-21-2008, 12:07:43



**EXHIBIT "A"**

The land referred to in this policy is situated in the State of NV, County of DOUGLAS, City of ZEPHYR COVE and described as follows:

Lot 111, as shown on the official map of Zephyr Knolls Subdivision Unit No. 4 filed in the office of the County Recorder of Douglas County, Nevada on October 14, 1957, as Document No. 12699.

apn 1318-10-314-018

