DOC # 0762504

04/23/2010 11:11 AM Deputy: S OFFICIAL RECORD Requested By:

Requested By: TSI TITLE & ESCROW

Douglas County - NV Karen Ellison - Recorder

Page: 1 Of 7 Fee: BK-0410 PG-4419 RPTT:

20.00



Assessor's Parcel Number: 1318-23-710-039

Recording Requested By/Return To: Wells Fargo P.O. Box 31557 MAC B6955-013

This Instrument Prepared by:

Billings, MT 59107-9900

Wells Fargo
P.O. Box 4149 MAC P6051-019
Portland, OR 97208-4149
1-800-945-3056

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX6849-0001

Reference Number: 118073552325

SUBORDINATION AGREEMENT

INDEX AS A MODIFICATION OF DEED OF TRUST

Effective Date: 3/29/2010

Owner(s):

SUSAN GLASSON

RICHARD GLASSON

Current Line of Credit Recorded Commitment \$650,000.00 being reduced to \$235,000.00.

Senior Lender: Ing Bank, FSB

Subordinating Lender: Wells Fargo Bank, N.A.

If Wells Fargo Bank, N.A. is subordinating to Wells Fargo Bank, N.A., this document is notice that the line of credit agreement owned by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan owned by the Wells Fargo Home Mortgage Group.

Trustee: American Securities Company Of Nevada

Property Address: 396 SHERWOOD DR, STATELINE, NV 89449

THIS AGREEMENT (the "Agreement"), effective as of the Effective Date above, is made by and among the Subordinating Lender, Owners and the Senior Lender named above.

Richard Glasson, And Susan Glasson, Husband And Wife As Joint Tenants (individually and collectively the "Owner") own the real property located at the above Property Address (the "Property").

The Subordinating Lender has an interest in the Property by virtue of a Deed of Trust given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 30th day of August, 2004, which was filed in Instrument# 623680 at page Book 904 (or as No. Page 2713) of the Official Records in the Office of the Recorder of the County of Douglas, State of Nevada (the "Existing Security Instrument"). The Existing Security Instrument secures repayment of a debt evidenced by a note or a line of credit agreement extended to SUSAN GLASSON, RICHARD GLASSON (individually and collectively "Borrower") by the Subordinating Lender.

The Senior Lender has agreed to make a new loan or amend an existing loan in the original principal amount NOT to exceed \$675,000.00 (the "New Loan or Amended Loan"), provided that the New Loan or Amended Loan is secured by a first lien mortgage on the Property (the "New Security Instrument") in favor of the Senior Lender. If the New Loan or Amended Loan exceeds this amount, the Subordination Agreement is VOID.

The Subordinating Lender is willing to subordinate the lien of the Existing Security Instrument to the lien of the New Security Instrument under the terms set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the above recitals, the covenants herein contained, and for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

A. Agreement to Subordinate

Subordinating Lender and Trustee, if applicable, hereby subordinates the lien of the Existing Security Instrument, and all of its modifications, extensions and renewals, to the lien of the New Security Instrument. This Agreement is effective as to any sum whose repayment is presently secured or which may in the future be secured by the Existing Security Instrument.

B. Agreement to Change Credit Limit

Change in Line of Credit Agreement

The Subordinating Lender's agreement to subordinate is conditioned on the reduction in the Borrower's revolving Line of Credit from Zero to \$235,000.00.

By signing this Agreement below, the Borrower agrees to this change.

Change in Security Interest

The lien evidenced by the Existing Security Instrument is hereby reduced from \$650,000.00 to \$235,000.00.

C. Appointment of Substitute Trustee If Applicable

The Existing Security Instrument names N/A, as Trustee and the Subordinating Lender as Beneficiary. The Existing Security Instrument provides that the Subordinating Lender may designate and appoint a substitute Trustee in place of any other trustee by an instrument recorded among the appropriate land records.

The Subordinating Lender hereby removes N/A as Trustee and designates and appoints N/A as substitute Trustee with the same powers and duties as were originally vested in the Original Trustee under the Existing Security Instrument.

D. General Terms and Conditions

Binding Effect – This Agreement shall be binding upon and inure to the benefit of the respective heirs, legal representatives, successors and assigns of the parties hereto and all of those holding title under any of them.

Nonwaiver – This Agreement may not be changed or terminated orally. No indulgence, waiver, election or non-election by New Lender or the trustee(s) under the New Security Instrument or related documents shall affect this Agreement.

Severability – The invalidity or unenforceability of any portion of this Agreement shall not affect the remaining provisions and portions of this Agreement.

E. Signatures and Acknowledgements

The Subordinating Lender, through its authorized officer, and the Trustee if applicable, individually or through its authorized officer or other representative, and the Borrower, have each set their hand and seal as of the Effective Date above unless otherwise indicated.

(ACKNOWLEDGEMENT PAGE FOLLOWS)

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SUBORDINATING LENDER: Wells Fargo Bank, N.A.	^
By Recorded to the second seco	3/29/2010 Date
(Signature)	Date
Barbara Edwards	\ \
(Printed Name)	\ \
Work Director	\ \
(Title)	
	/
FOR NOTARIZATION OF LENDER PERSONNEL	\
STATE OF OREGON)	\
) ss.	
COUNTY OF <u>WASHINGTON</u>)	
	4 60 11 m 115 1 m
The foregoing Subordination Agreement was acknowledged before me, a notary pu	one or other official qualified to
administer oaths this <u>99</u> day of <u>Murch</u> <u>9010</u> , by Barbara Edwards, a Subordinating Lender named above, on behalf of said Subordinating Lender pursua	s Work Director of the
Board of Directors. S/he is personally known to me or has produced satisfactory pro	
() mal	\
(Notary Public)	OFFICIAL SEAL CHER
My Commission Expires: D/23/2012	LYNNA M.L. CROCKER V
	COMMERION NO. 435213 COMMERION EXPIRES DECEMBER 22, 2012
/ 2	

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BORROWER: (Signature) SUSAN GLASSON (Printed Name) (Signature) RICHARD GLASSON (Printed Name) (Signature) (Date) (Printed Name) (Date) (Signature) (Printed Name) (Date) (Signature) (Printed Name) (Signature) (Date) (Printed Name) (Signature) (Date) (Printed Name) (Date) (Signature) (Printed Name)

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For An Individual Acting In His/Her Own Right: State of Mowad County of ____ This instrument was acknowledged before me on <u>April 19,2610</u> (name(s) of person(s)). R. L. MCEWING Notary Public - State of Nevada Appointment Recorded in Douglas County No: 93-5224-5 - Expires April 26, 2013 (Signature of notarial officer) (Seal, if any) (Title and rank (optional))

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Exhibit A

Reference Number: 264261521857

Legal Description:

Lot 39, as shown on the map of LAKEWOOD KNOLLS SUBDIVISION, Douglas County, Nevada filed in the Office of the County Recorder of Douglas County, Nevada on May 29, 1958 under Document No. 13163

