DOC # 763633
05/14/2010 08:40AM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-510 PG-2712 RPTT: 0.00

A.P.N.: 1420 - 28-310 - 027 Recording Requested by: LSI When Recorded Mail to:

Attn: Custom Recording Solutions 2550 North Red Hill Avenue Santa Ana, California 92705 800-756-3524

Order Number: 7639644

Subordination Agreement

(Title Of Document)

I the undersigned hereby affirm that this document submitted for recording contains personal information (social security number, driver's license number or identification card number) of a person as required by a specific law, public program or grant that requires the inclusion of the personal information. The Nevada Revised Statue (NRS), public program or grant referenced is:

(Insert the NRS, public program or grant referenced on the line above)

Signature Tien Le RECORDING COORDINATOR

Title

This page is added to provide additional information required by NRS 111.312 Sections 1-2. This cover page must be typed or printed. Additional recording fee applies.

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PG-2713

Assessor's Parcel Number: 1420-28-310-027

Recording Requested By/Return To:

Wells Fargo P.O. Box 31557 MAC B6955-013 Billings, MT 59107-9900

This Instrument Prepared by:

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-XXX7281-1998 Reference Number: 249904700727

SUBORDINATION AGREEMENT OPEN-END DEED OF TRUST

Effective Date: 4/29/2010

Owner(s):

CAROL A. ARGAST JAMES E. ARGAST

Current Lien Amount: \$50,000.00.

Senior Lender: Wells Fargo Bank, N. A.

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 lien securing the loan or line of credit serviced by the Wells Fargo Bank Home Equity Group is subordinated to the first lien loan being originated or modified by the Wells Fargo Home Mortgage Group.

Trustee: AMERICAN SECURITIES COMPANY OF NEVADA

Property Address: 2871 SAN GABRIEL CT, MINDEN, NV 89423-0000

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BK-510 PG-2714

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.

JAMES E ARGAST AND CAROL A ARGAST HUSBAND AND WIFE AS COMMUNITY PROPERTY (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 Open-End Deed of Trust given by the Borrower, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 21st day of November, 2007, which was filed in Document ID# 0714335 at page (or as No.) 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 CAROL A. ARGAST and JAMES E. ARGAST (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 \$276,639.00 (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.

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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. 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.

C. 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.

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

D. Signatures and Acknowledgements

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

SUBORDINATING LENDER:
Wells Fargo Bank N.A.
- 1/4 ()
By (Signature) 4/29/2010 Date
(Signature) Date
Barbara Edwards
(Printed Name)
(Timed Paine)
Work Director
(Title)
FOR NOTARIZATION OF LENDER PERSONNEL
FOR NOTARIZATION OF LENDER PERSONNEL
STATE OF <u>OREGON</u>)
) ss.
COUNTY OF WASHINGTON)
The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to
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administer oaths this $\frac{29}{4}$ day of $\frac{100}{4}$, $\frac{200}{4}$, by Barbara Edwards, as Work Director of the
Subordinating Lender named above, on behalf of said Subordinating Lender pursuant to authority granted by its
Board of Directors. S/he is personally known to me or has produced satisfactory proof of his/her identity.
(Notary Public)
(Notary Public)
My Commission Expires: 3-4-14
JACKIE R PERRY ()
MY COMMISSION EXPIRES MARCH 04, 2014 (



BK-510 PG-2716

Order ID: 7639644 Loan No.: 0117327759

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 52, in Block C, as set forth on the map of Saratoga Springs Estates Unit No. 4, filed for record in the Office of the Douglas County Recorder on May 19, 2000, in Book 0500, Page 4445, as Document No. 492337, Official Records, State of Nevada.

1420-28-310-027 Assessor's Parcel Number:

