DOC

06/08/2010 02:25 PM Deputy:

OFFICIAL RECORD Requested By: AMERICAN TITLE, INC

Assessor's Parcel Number: 1220-25501003

008-641-07

Recording Requested By/Return To:

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

Douglas County - NV Karen Ellison - Recorder

Page: Of 7 Fee: 1 20.00



PG- 1814 RPTT:

This Instrument Prepared by:

Wells Fargo

P.O. Box 4149 MAC P6051-019 Portland, OR 97208-4149

1-800-945-3056

AFTER RECORDING, RETURN TO: AMERICAN TITLE, INC. P.O. BOX 641010 OMAHA, NE 68164-1010

ATI# 200911100873

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX1285-1998

Reference Number: 7000793938

BK-0610

SUBORDINATION AGREEMENT

INDEX AS A MODIFICATION OF SHORT FORM OPEN-END DEED OF TRUST

Effective Date: 5/10/2010

Owner(s):

CAGE W. WILLIAMS

MARY E WILLIAMS

Current Line of Credit Recorded Commitment \$100,000.00 being reduced to \$65,762.00.

Senior Lender: Metlife Home Loans

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: 1920 WISEMAN LN, GARDNERVILLE, NV 89410-0000

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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.

CAGE W WILLIAMS AND MARY E WILLIAMS HUSBAND/WIFE, 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 Short Form 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 16th day of April, 2008, which was filed in Book 508 at page 274 (or as No. 722555) 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 MARY WILLIAMS, CAGE WILLIAMS (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 \$183,000.00 (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 \$65,762.00.

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 \$100,000.00 to \$65,762.00.

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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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| By (Signature) | | | | | Date |
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| Barbara Edwards | | | | | \ \ |
| (Printed Name) | | | | | \ \ |
| Work Director | | | | | \ \ |
| (Title) | | | _ | | _ \ \ |
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| Board of Directors | mos | (Notary Pu | ıblic) | ~~~~~ | |
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| BORROWER: | |
|------------------|---------------|
| Cage W. Williams | 5/24/10 |
| (Signature) | (Date) |
| CAGE W. WILLIAMS | _ \ \ |
| (Printed Name) | _ \ \ |
| Mary E. Williams | - _5/24/10 |
| (Signature) | (Date) |
| MARY E WILLIAMS | \ \ |
| (Printed Name) | |
| (Signature) | (Date) |
| (Printed Name) | |
| (Signature) | (Date) |
| (Printed Name) | |
| (Signature) | (Date) |
| (Printed Name) | |
| (Signature) | (Date) |
| (Printed Name) | 7 . |
| (Signature) | (Date) |
| (Printed Name) | |
| (Signature) | (Date) |
| (Printed Name) | |

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For An Individual Acting In His/Her Own Right:

| State of Nevada | /\ |
|---|---|
| County of Douglas | () |
| <i>a.</i> – | \ \ |
| This instrument was acknowledged before me on | au 24, 2010 (date) by |
| Cage W. Williams & Mary | # · · · · · · · · · · · · · · · · · · · |
| | (name(s) of person(s)). |

(Seal, if any)

CHARLENE MCDONALD Notary Public, State of Nevada Appointment No. 93-4992-5 My Appt. Expires Nov 8, 2013 (Signature of notarial officer)

Charlene McDonald

Notary Public

(Title and rank (optional))

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EXHIBIT "A"

ALL THE REAL PROPERTY SITUATED IN THE COUNTY OF DOUGLAS, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 12 NORTH, RANGE 20 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

PARCEL A2, AS SET FORTH ON PARCEL MAP FOR PETER M. BEEKHOF, JR. AND LINDA S. BEEKHOF, FILED FOR RECORDED IN THE OFFICE OF THE COUNTY RECORDER, OF DOUGLAS COUNTY, STATE OF NEVADA ON OCTOBER 24, 1991, IN BOOK 1091, PAGE 4178, AS DOCUMENT NO. 263462.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

