DOC # 768049
08/04/2010 08:37AM Deputy: DW
OFFICIAL RECORD
Requested By:
LSI -AQUA
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-810 PG-698 RPTT: 0.00

A.P.N.: 1320-33-811-040

Recording Requested by: LSI

When Recorded Return to:

Attn: Custom Recording Solutions
2550 North Red Hill Avenue
Santa Ana, California 92705

800-756-3524

Order Number: 9172772

SUBORDINATION AGREEMENT

(Title Of Document)

\boxtimes	I the undersigned	hereby affirm th	at this docu	ment submitted fo	r recording does	
	not contain the so	ocial security num	nber of any	person or persons	(Per NRS	
	239B.030)		1	\ \ /	?	
-OR-						
				ment submitted fo		
-	contains social se	curity number of	a person or	persons as requir	ed by law:	
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		July C		Recording Coording	nator	
	Signature	-		Title		
	Tony Pham					

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.

BK-810 PG-699 '68049 Page: 2 of 5 08/04/2010

Assessor's Parcel Number: 1320-33-811-040

Recording Requested By/Return To: Wells Fargo P.O. Box 31557 MAC B6955 013 Billings, MT 59107-90900

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]

Reference Number: 8258292764 Account #: XXX-XXX-XXX3055-1998

SUBORDINATION AGREEMENT OPEN-END DEED OF TRUST

Effective Date: 7/2/2010

DEBORAH J NIX Owner(s):

GARY E NIX

Current Lien Amount: \$30,000.00.

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: 1316 WINDSOR DR, GARDNERVILLE, NV 89410-0000

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.

GARY E NIX AND DEBORAH J NIX, WHO ACQUIRED TITLE AS GARY NIX AND DEBBIE NIX, 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 Open-End Deed of Trust given by the Owner, covering that real property, more particularly described as follows:

See Exhibit A

which document is dated the 17th day of December, 2007, which was filed in Document ID# 0715910 at page N/A (or as No. N/A) 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 DEBORAH J NIX and GARY E NIX (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 \$204,141.00 (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. 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.

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.

SUBURDINATING LENDER:	
Wells Fargo Bank, N.A.	
PXG /	
By 100	<u>7/2/2010</u>
(Signature)	Date
Barbara Edwards	
(Printed Name)	/ \ \
` ((
Work Director	
(Title)	/ / /
	\
FOR NOTARIZATION OF LENDER PERSONNEL	
STATE OF Oregon)	
)ss.	\ \ \ \
COUNTY OF Washington)	
7	\ \
m	c
The foregoing Subordination Agreement was acknowledged by	efore me, a notary public or other official qualified to
administer oaths this Maday of My, Millo, b	y Barbara Edwards, as Work Director of the
Subordinating Lender named above, on behalf of said Subordinating	nating Lender pursuant to authority granted by its
Board of Directors, S/he is personally known to me or has pro-	duced satisfactory proof of his/her identity.
() Weday 11 H	
(Notary Public)	OFFICIAL SEAL
	DOUGLAS J STERMER
	NOTARY PUBLIC - OREGON
Douglas J. Stermer	COMMISSION NO. 447988
	MY COMMISSION EXPIRES APRIL 01, 2014

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Order ID: 9172772 Loan No.: 0306468091

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 10, Block B, as set forth on Final Subdivision Map No. 1006-4 for Chichester Estates, Phase 4, filed in the Office of the County Recorder of Douglas County, Nevada and recorded December 11, 1997 in Book 1297, Page 2264, as Document No. 428220.

1320-33-811-040 Assessor's Parcel Number:

