DOC # 771762

10/07/2010 08:47AM Deputy: SD
 OFFICIAL RECORD
 Requested By:

LSI -AQUA
 Douglas County - NV
 Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-1010 PG-1088 RPTT: 0.00

A.P.N.: 122021810215

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: 9529636

Subordination Agreement Open-End Deed of Trust

(Title Of Document)

\boxtimes	I the undersigned hereby affirm that this document submitted for recording does	
	not contain the social security number of any person or persons (Per NRS	
	239B.030)	
OR-		
	I the undersigned hereby affirm that this document submitted for recording	
and the same of th	contains social security number of a person or persons as required by law:	
And the Control of th	(State specific law)	
	$()$ $(M_1 + A_2 + M_2)$	
	Recording Coordinator	
	Signature Title	
	Anjail Mitchell	

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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BK-1010 PG-1089

Assessor's Parcel Number: 1220-21-810-215

Recording Requested By/Return To:

Wells Fargo
P.O. Box 31557
MAC B6955-013
Billings, MT 59107-90900

This Instrument Prepared by: Barbara Edwards 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-XXX0918-1998 Reference Number: 334099860010265

SUBORDINATION AGREEMENT OPEN-END DEED OF TRUST

Effective Date: 9/13/2010

Owner(s): MICHAEL E LAWLOR

CAROL L LAWLOR

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: 1364 VICTORIA DR, GARDNERVILLE, NV 89460

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.

MICHAEL E LAWLOR AND CAROL L LAWLOR WHO ACQUIRED TITLE AS MICHAEL LAWLOR AND CAROL LAWLOR, 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 Recording Date: 9/20/06

which document is dated the 8th day of September, 2006, which was filed in Book 0906 at page 8836 (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 MICHAEL E LAWLOR and CAROL L LAWLOR (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 \$132,505.00 (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.

To be recorded concurrently with Deed of Trust dated 9/30/10
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.	
By 100	<u>9/13/2010</u>
(Signature)	Date
Barbara Edwards	/ / \ \ \
(Printed Name)	
Wash Diseases	. \
Work Director	/
(Title)	
FOR NOTARIZATION OF LENDER PERSONN	REIL
STATE OF Oregon)	
, - , ·	
)ss. COUNTY OF Washington)	
COUNTY OF washington)	\ \
\ \	\ \
The foregoing Subordination Agreement was asknow	rledged before me, a notary public or other official qualified to
administer oaths this 13 day of $\frac{5 \times p + 20}{1}$	O, 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. She is personally known to me of	r has produced satisfactory proof of his/her identity.
adrie R Mille (Notary	Public)
N X	September 1
Jackie R. Perry	OFFICIAL SEAL JACKIE R PERRY
	W NOTARY PUBLIC - OREGON (A
	COMMISSION NO. 447200



Order ID: 9529636 Loan No.: 0310753322

BK-1010 PG-1092

EXHIBIT A LEGAL DESCRIPTION

The following described property:

Lot 391, as shown in the Map of Gardnerville Ranchos Unit No. 7, filed for Record in the Office of the County Recorder of Douglas County, Nevada, on March 27, 1974, in Book 374, Page 676, as Document No. 72456.

Assessor's Parcel Number: 1220-21-810-215

