

DOC # 773081
10/28/2010 03:05PM Deputy: PK
OFFICIAL RECORD
Requested By:
NORTHERN NEVADA TITLE CC
Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 7 Fee: 20.00
BK-1010 PG-6455 RPTT: 0.00



Assessor's Parcel Number: 1320-32-210-011

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

1093996
2091200WD

[Space Above This Line for Recording Data]

Account #: XXX-XXX-XXX7758-1998

Reference Number: 7000738630

SUBORDINATION AGREEMENT
INDEX AS A MODIFICATION OF OPEN-END DEED OF TRUST

Effective Date: 10/1/2010

Owner(s): JANET R FISH
STEPHEN L FISH, JR

Current Line of Credit Recorded Commitment \$50,000.00 being reduced to \$24,000.00.

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 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: 1544 WILDROSE DR, MINDEN, NV 89423-0000



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.

STEPHEN L. FISH, JR. AND JANET R. FISH, WHO ACQUIRED TITLE AS, STEPHEN L. FISH AND J. FISH, AS HUSBAND AND WIFE (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 31st day of December , 2007, which was filed in Book 0108 at page 3976 (or as No. 0716478) 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 JANET R FISH, STEPHEN L FISH, JR (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 \$160,000.00 (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.

10/28/2010 1010 6436 773080

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 \$50,000.00 to \$24,000.00.

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 \$50,000.00 to \$24,000.00.



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)



SUBORDINATING LENDER:

Wells Fargo Bank, N.A.

By 
(Signature)

10/1/2010
Date

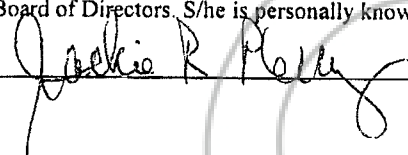
Barbara Edwards
(Printed Name)

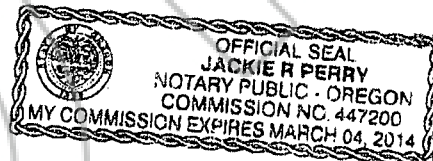
Work Director
(Title)

FOR NOTARIZATION OF LENDER PERSONNEL

STATE OF Oregon)
)ss.
COUNTY OF Washington)

The foregoing Subordination Agreement was acknowledged before me, a notary public or other official qualified to administer oaths this 1 day of Oct, 2010, 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)





BORROWER/OWNER:

(Signature) _____
JANET R FISH *Janet R Fish*
(Printed Name) _____

10/22/2010
(Date)

(Signature) _____
STEPHEN L FISH, JR *Stephen L Fish Jr*
(Printed Name) _____

10.22.10
(Date)

(Signature) _____

(Date)

(Printed Name) _____

(Signature) _____

(Date)

(Printed Name) _____

(Signature) _____

(Date)

(Printed Name) _____

(Signature) _____

(Date)

(Printed Name) _____

(Signature) _____

(Date)

(Printed Name) _____

(Signature) _____

(Date)

(Printed Name) _____

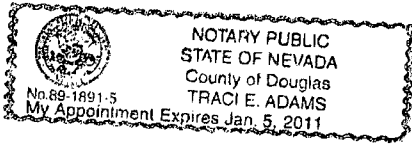


For An Individual Acting In His/Her Own Right:

State of Nevada
County of Douglas

This instrument was acknowledged before me on 10/22/10 (date) by
Janet R. Fish and Stephen L. Fish, JR.

(name(s) of person(s)).



(Seal, if any)

Traci E. Adams
(Signature of notarial officer)

Escrow Officer
(Title and rank (optional))





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EXHIBIT "A"

Lot 3 in Block 2 as shown on the official map of WILDROSE SUBDIVISION NO. 2, filed for record in the office of the County Recorder, Douglas County, Nevada, on December 5, 1966 as File No. 34825, Official Records.

